

# MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL November 18, 2014 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: November 4, 2014
- 5. Hearing for Plum Point Road Closure
- 6. Lease Renewal in Parks Building
- 7. Emergency Repair Ratifications
- 8. Resolution Granting Authority To Clean Private Property
- 9. Planning Agenda
- 10. Mayor's Report
- 11. Citizen's Agenda
- 12. Personnel Docket
- 13. City Attorney's Legal Update
- 14. Old Business
- 15. Claims Docket
- 16. Executive Session



# MEETING OF THE MAYOR AND BOARD OF ALDERMEN SOUTHAVEN, MISSISSIPPI

CITY HALL November 4, 2014 6:00 p.m. AGENDA

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance
- 4. Approval Of Minutes: October 21, 2014
- 5. FY 2014 Audit Services
- 6. Budget Amendment
- 7. Municipal Compliance Questionnaire
- Resolution for 2015 Continuing Disclosure Filing, Resolution Approving Policies and Procedures, Resolution for Providing Questionnaire in Connection with City's Disclosure Requirements
- 9. Sole Source Kidde Fire Trainers SFD
- 10. Kidde Fire Trainers Service Agreement
- 11. Request to Purchase APX Radios SPD
- 12. Parks and Recreation Beverage Agreement
- 13. Resolution to Surplus Property ITEC Dept.
- 14. Resolution for Settlement and Surplus of Utility Truck
- 15. Amendment to Utility Term Bid
- 16. Resolution Granting Authority To Clean Private Property
- 17. Planning Agenda
- 18. Mayor's Report
- 19. Citizen's Agenda
- 20. Personnel Docket
- 21. City Attorney's Legal Update
- 22. Old Business
- 23. Claims Docket
- 24. Executive Session

Any citizen wishing to comment on the above items may do so. Items may be added to or omitted from this agenda as needed.

# Minutes, City of Southaven, Southaven, Mississippi THIS PAGE WAS LEFT BLANK INTENTIONALLY

# MINUTES OF THE REGULAR MEETING OF November 4, 2014 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

**BE IT REMEMBERED** that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in Regular Session on the 4th day of November, 2014 at six o'clock (6:00) p.m. at City Hall.

### Present were:

William Brooks

Alderman At Large

Kristian Kelly

Alderman, Ward 1

Shirley Beshears

Alderman, Ward 2

George Payne

Alderman, Ward 3 (By Teleconference)

Scott Ferguson Raymond Flores Alderman, Ward 5 Alderman, Ward 6

### Absent were:

Joel Gallagher

Alderman, Ward 4

Also present were Mayor Musselwhite, Sheila Heath, City Clerk, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately fifty (50) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Kelly led in prayer, followed by the Pledge of Allegiance led Alderman Ferguson. Next, a motion was made by Alderman Brooks to approve the minutes of the regular meeting of October 21, 2014 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Flores. Motion was put to a vote and passed unanimously.

### **FY 2014 AUDIT SERVICES**

Mr. Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that this is a letter of engagement with William, Pitts and Beard to perform the FY2014 audit. Alderman Flores made a motion to accept the letter of engagement. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the letter of engagement is attached to these minutes.

### **BUDGET AMENDMENT**

Mr. Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that this budget amendment reflects the sale of the Performing Arts Center and expensing it out to pay the building balance and the remainder be placed into the Park Improvements budget. Alderman Brooks made the motion to approve the budget amendment. Motion was seconded by Alderman Flores.

## Roll Call was as follows:

Alderman William Brooks
Alderman Kristian Kelly
Alderman Shirley Beshears
Alderman George Payne
Alderman Joel Gallagher
Alderman Scott Ferguson
Alderman Raymond Flores

Voted: YES
Voted: YES
Voted: YES
Voted: YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4<sup>th</sup> day of November, 2014.

A copy of the budget amendment is attached to these minutes.

### MUNICIPAL COMPLIANCE QUESTIONNAIRE

Mr. Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that this questionnaire is a standard form required by the state requesting information in regards to the City's policies and procedures as it relates to the budget, finance, and purchasing. Mr. Wilson stated that the questionnaire needs approval in order to begin the FY2014 audit. Alderman Flores made the motion to approve the Municipal Compliance Questionnaire. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the municipal compliance questionnaire is attached to these minutes.

# RESOLUTION FOR 2015 CONTINUING DISCLOSURE FILING, RESOLUTION APPROVING POLICIES AND PROCEDURES, RESOLUTION FOR PROVIDING QUESTIONNAIRE IN CONNECTION WITH CITY'S DISCLOSURE REQUIREMENTS

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Alderman Brooks offered and moved for the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN **OF** THE CITY **OF** SOUTHAVEN, (THE "CITY") **AUTHORIZING** MISSISSIPPI EMPLOYMENT OF PROFESSIONALS IN CONNECTION CITY'S ANNUAL THE CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A **MUNICIPALITIES CONTINUING DISCLOSURE** COOPERATION INITIATIVE QUESTIONNAIRE "QUESTIONNAIRE") AND THE FILING OF

QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at <a href="https://www.emma.msrb.org">www.emma.msrb.org</a> ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Southaven, Mississippi, acting for and on behalf of the City, as follows:

**SECTION 1.** That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor, the

Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as EXHIBIT C. The Governing Body of the City hereby authorizes the Chief Administrative Officer and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

**SECTION 4.** Butler Snow, LLP, Ridgeland, Mississippi and/or the Chief Administrative Officer of the City are hereby authorized and approved to submit the Questionnaire and/or Questionnaires for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as EXHIBIT D, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 6.** The Mayor, Chief Administrative Officer and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

**SECTION 7.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Alderman Kelly seconded the motion for its adoption and the question being put to a roll call vote, and the result was as follows:

Alderman William Brooks
Alderman Kristian Kelly
Alderman Shirley Beshears
Alderman George Payne
Alderman Joel Gallagher

Voted: YES
Voted: YES
Voted: YES

Alderman Scott Ferguson Voted: YES
Alderman Raymond Flores Voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4th day of November, 2014.

### **EXHIBIT A**

### DISSIMINATION AGENT ENGAGEMENT LETTER

### **EXHIBIT B**

### FORM OF QUESTIONNAIRE

### **EXHIBIT C**

### SPECIAL COUNSEL ENGAGEMENT LETTER

### **EXHIBIT D**

### **POLICY**

Exhibits A, B, C, and D are attached to these minutes.

## SOLE SOURCE - KIDDIE FIRE TRAINERS - SFD KIDDIE FIRE TRAININERS SERVICE AGREEMENT

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the Southaven Fire Department requested approval to use Kiddie Fire Trainers, a Sole Source Provider, for maintenance service of their burn props. Mr. Manley stated that Kiddie Fire Trainers has the proprietary software for this type of maintenance. The cost of the service is \$15,109.00 per

year and is included in the FY 2015 Budget. Alderman Kelly made the motion to approve Kiddie Fire Trainers as the Sole Source Provider for the Southaven Fire Department and authorize Mayor Musselwhite to enter into a service agreement. Motion was seconded by Alderman Beshears. Motion was put to vote and passed unanimously.

A copy of the Sole Source justification letter is attached to these minutes.

### REQUEST TO PURCHASE APX RADIOS - SPD

Steve Pirtle, Deputy Chief, presented this item to the Board.

Deputy Chief Pirtle requested authorization to purchase twenty three (23) Motorola APX radios for \$74,951.25 to replace older radios that will not function when the changeover of the new radio system occurs in 2015. Deputy Chief Pirtle stated that due to negotiations by the Mississippi Wireless Communication Commission and the Desoto County 911 commission, a \$10,000.00 discount was applied and the purchase amount is below state contract pricing. Alderman Ferguson made the motion to approve the request to purchase the APX Radios for the Southaven Police Department. Motion was seconded by Alderman Flores. Motion was put to vote and passed unanimously.

A copy of the letter of request and quote are attached to these minutes.

### PARKS AND RECREATION BEVERAGE AGREEMENT

Wesley Brown, Parks Director, presented this item to the Board.

Mr. Brown stated that this is a five (5) year agreement with Pepsi Beverage Company that shall commence on January 1, 2015 and terminate on December 31, 2020. Mr. Brown stated that in five (5) years, Pepsi Beverage Company has projected \$236,000.00 in revenue for the City, agreed to \$55,000.00 in free equipment, \$1,000.00 in products for Springfest, promotional materials, and a concessions trailer. Alderman Brooks made the motion to approve the beverage agreement with Pepsi Beverage Company. Motion was seconded by Alderman Ferguson. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

### RESOLUTION TO SURPLUS PROPERTY – ITEC DEPARTMENT

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs.
- 2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

Following the reading of this Resolution, it was introduced by Alderman Ferguson and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, towit:

Alderman William Brooks YES

Alderman Kristian Kelly YES

Alderman Shirley Beshears YES

Alderman George Payne YES

Alderman Joel Gallagher Absent

Alderman Scott Ferguson YES

Alderman Raymond Flores YES

RESOLVED AND DONE this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

# RESOLUTION FOR SETTLEMENT AND SURPLUS OF UTILITY TRUCK

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY AND SETTLING CLAIM

WHEREAS, the City of Southaven ("City") Utility Department is presently in possession of a vehicle, 2007 Chevrolet Silverado, VIN# 1GCEC14C77513338, Title Number E551263, and mileage in the approximate amount of 4875("Vehicle"), which is inoperable due to an incident on October 21, 2014; and

WHEREAS, pursuant to Mississippi Code 17-21-21, the City has the power to file a claim for the incident as the City was not at fault; and

WHEREAS, the City Mayor and Board of Aldermen are desirous of settling the claim with Progressive Insurance in the amount of \$11,559.37 and disposing of such Vehicle to Progressive; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The claim of the City against Progressive be settled in the amount of \$11,559.37 and the salvaged portion of the Vehicle be hereby granted to Progressive Insurance Company.
- 2. The City Mayor, or his designee, is hereby authorized and directed to take all actions, including the transfer of the Vehicle, for the disposition of the Vehicle in settlement of the claim and all other actions to effectuate the intent of this Resolution.

Motion was made by Alderman Flores and seconded by Alderman Kelly, for the adoption of the above and foregoing Resolution, and the question being

put to a roll call vote, the result was as follows:

Alderman William Brooks voted: YES

Alderman Kristian Kelly voted: YES

Alderman Shirley Beshears voted: YES

Alderman George Payne voted: YES

Alderman Joel Gallagher voted: ABSENT

Alderman Scott Ferguson voted: YES

Alderman Raymond Flores voted: YES

RESOLVED AND DONE, this 18th day of November, 2014.

### **AMENDMENT TO UTILITY TERM BID**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the Utility term bid is set to expire in July 2015. The amendment provides for indemnification, assignment type clauses, and insurance provisions. Alderman Flores made the motion to approve the amendment and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Beshears.

Roll Call was as follows:

Alderman William Brooks
Alderman Kristian Kelly
Alderman Shirley Beshears
Alderman George Payne
Alderman Joel Gallagher
Alderman Scott Ferguson
Alderman Raymond Flores

Voted: YES
Voted: YES
Voted: YES
Voted: YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4<sup>th</sup> day of November, 2014.

A copy of the amendment is attached to these minutes.

# RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 821 Charter Oak Drive, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, November 4, 2014, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday**, **November 4, 2014**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board

of Alderman of the City of Southaven, Mississippi, that the above described parcel of

land located at: 821 Charter Oak Drive is deemed in the existing condition to be a menace to the public health and safety of the community.

**BE IT FURTHER RESOLVED** that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	ABSENT
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **4th day of November**, **2014**.

### **PLANNING AGENDA**

No Planning Agenda

### **MAYOR'S REPORT**

- Mayor Musselwhite reminded everyone that the Veteran's Day Luncheon will be on November 11, 2014 and to contact Kristi Faulkner to make reservations.
- Mayor Musselwhite reported that Ferrell Paving, Inc. was the lowest and best bid in the amount of \$6,921,861.86 for the Getwell Road Widening Project.

# RESOLUTION OF CITY OF SOUTHAVEN AWARDING BID FOR GETWELL ROAD WIDENING

WHEREAS, the City of Southaven ("City") in conjunction with the Mississippi Department of Transportation ("MDOT") previously advertised to receive construction bids for the Getwell Road Widening Project ("Project"); and

**WHEREAS**, the bids were received and examined on October 30, 2014 at City Hall; and

WHEREAS, after review of the bids, Ferrell Paving, Inc. ("Ferrell") was the low bid in the amount of Six Million, Nine Hundred Twenty One Thousand Dollars Eight Hundred Sixty One Dollars and 86/100 (\$6,921,861.86); and

WHEREAS, the City notes that federal aid, via funds from the federal government, will be utilized for the Project and pursuant to 23 CFR 635, Section 635.110, a federal aid project does not require a Mississippi State Board of Contractors Certificate of Responsibility; thus, the contract and bid documents did not require a Certificate of Responsibility number for the contractor or that a Certificate of Responsibility number be written on the outside of the envelope containing the bid; and

WHEREAS, the MDOT instructions for advertising and bidding this Project noted that bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries and a license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi; and

WHEREAS, despite the fact that the Certificate of Responsibility number was not required to be provided by Ferrell on the front of the envelope provided by Ferrell containing its bid for the Project or that a Certificate of Responsibility is even required by Ferrell for this Project, Ferrell, pursuant to Mississippi Code 31-3-21, provided the numerical portion of its Mississippi Certificate of Responsibility number on the front of the envelope containing its bid and its classifications; and

NOW THEREFORE, be it resolved as follows:

- 1. Based on the review of the specifications whereby the City, in conjunction with MDOT, advertised for the Project, the City hereby finds that a Mississippi State Board of Contractors Certificate of Responsibility number was not required to bid on the Project or be included on the outside of the envelope containing the bid and despite this, Ferrell has a Mississippi State Board of Contractors Certificate of Responsibility number and pursuant to Mississippi Code 31-3-21, the actual numerical portion of the Mississippi State Board of Contractors Certificate of Responsibility number was included on the front of the Ferrell's envelope containing its bid, along with Ferrell's classifications and the City hereby awards the bid to Ferrell in the amount of \$6,921,861.86 for the Project.
- 2. Further the City makes the award in the amount of \$6,921,861.86 to Ferrell contingent upon MDOT concurrence.
- 3. Furthermore, as the Mississippi Supreme Court has noted when the discretion is exercised by a Board for awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 3. The Mayor or his designee is authorized to execute all documents and purchase orders and other documentation required in order to effectuate the intent of this Resolution.

Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Ferguson seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	voted: yes
Alderman Kristian Kelly	voted: yes
Alderman Shirley Beshears	voted: yes
Alderman George Payne	voted: yes
Alderman Joel Gallagher	voted: absent
Alderman Scott Ferguson	voted: yes
Alderman Raymond Flores	voted: yes

RESOLVED AND DONE, this 4th day of November, 2014.

• Mayor Musselwhite stated that after receiving professional recommendations from multiple engineering consultants to improve drainage, the City of Southaven wants to hear any objections before executing plans to remove the bridge over Horn Lake Creek "Lateral D" on Plum Point Avenue near Airways Road. This proposed closing would only close the road at the bridge and Plum Point Avenue would still be functional from Elmore to the creek on the east side and Airways to the creek on the west side. This is part of a larger plan to reduce the risk of flooding for the Plum Point subdivision residents as the creek will be cleaned and enlarged. The removal of the bridge will allow optimum drainage flow in the area. The City has verified that this project will not jeopardize the ability to provide Police, Fire, and EMS protection to the community and traffic studies have already been completed to verify

that problems would not be created in this area as well. Signs are posted at the proposed site and citizens are encouraged to express any reservations to the City by phone, email, or attendance at the November 4th and November 18<sup>th</sup> Board meetings at 6:00 PM.

• Mayor Musselwhite stated that Manza Wright with the Parks Department has been authorized to take a City vehicle home in order to open and close Cherry Valley Park for the Youth Football.

### CITIZEN'S AGENDA

- Dean Bryant stated that he resides at 5435 Plum Tree Drive and welcomes the idea of removing the bridge on Plum Point Avenue and revert it back to a dead end street.
- Gary Burchfield stated that he resides at 5395 Plum Tree Drive and he and his family are also in favor of removing the bridge on Plum Point Avenue. Mr. Burchfield stated that it is a safety issue because of people driving at high rates of speed and running the stop signs.
- Donna Evans, on behalf of North Creek Apartments, stated that they were notified by the Southaven Planning Department that proper procedures were not followed when they painted the North Creek Apartments. Ms. Evans stated that the owners did not realize that they had missed a step by going before the Planning and Development Office prior to moving forward. Ms. Evans stated that three colors were used and made the request to keep the lightest grey color. Whitney Choat-Cook, Planning Director, stated that the original guidelines were to use earth tone colors.

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DENYING VARIANCE OF LING LINKS, LLC

WHEREAS, as part of an overall Planned Unit Development ("PUD"), the City of Southaven ("City") Design Review Board on July 10, 2001, previously approved the Apartments at Northcreek Golf Community ("Northcreek") to maintain a color scheme consisting of light buff brick and light taupe wall; and

WHEREAS, Ling Links, LLC ("Ling") altered this requirement at Northcreek and used several bright colors, which is not consistent with the previous approval of the City has noted above; and

WHEREAS, the City notified Ling of the violation via correspondence dated August 4, 2014; and

WHEREAS, by altering the coloring scheme as previously approved by the City Design Review Board, Ling has not complied with the PUD or the City Design Review Board requirements as noted above; and

WHEREAS, based on the violation, Ling had a representative appear in front of the City Board to request a variance from the color scheme requirement; and

WHEREAS, the Board heard and considered the variance request from Ling and noted City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(a), which states that "[i]n case any building or structure is.....altered...in violation of this title, the proper authorities, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land or to prevent any illegal act, conduct, business or use in or about such premises. enforce Title XIII of the City Ordinances by instituting appropriate action, including revocation of the permit to prevent;" and

WHEREAS, the Board further noted that City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(b) states that "any person, firm or corporation who shall knowingly and willfully violate the terms, conditions, or provisions of this title, or fails to maintain any approved plans shall be considered in violation of this title and will be subject to fines according to state law, stop work orders for development and/or a revocation of privilege licensing and certificate of occupancies;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, based on Ling's violation of the PUD and design review requirements and in consideration of the City's Code of Ordinances and applicable state law, the City hereby denies Ling's variance request; and

**NOW, THEREFORE, BE IT ORDERED** by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. Based on the violation by Ling, the City Board denies the variance request.
- 2. The Board finds that the color scheme as set forth by the PUD, via the approval of the City Design Review Board on July 10, 2001 was to be light buff brick and light taupe wall and Ling violated the color scheme and must now remedy the color scheme so that the colors are consistent with the previous approved colors.
- 3. The Board finds that the colors used by Ling not only violated the PUD and City Design Review Board requirements, but also, do not protect the City's comprehensive plan by conserving and protecting property and property values in the neighborhood.
- 4. The Board, based on its authority, including, but not limited to City Code of Ordinances at Title XIII, Chapter 2, Section 13-

2(c), as set forth above, and the Boards authority pursuant to Mississippi Code Ann. Sections 21-17-5 for its authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances hereby denies the variance request by Ling.

5. The Board's denial of the variance by Ling is based on the presentation to the Board by Ling's representative on November 4, 2014 where the City Board considered the matter and made findings of fact. The Board notes that the standard of review in zoning cases is whether the action of the board or commission was arbitrary or capricious and whether it was supported by substantial evidence. "Thus, zoning decisions will not be set aside unless clearly shown to be arbitrary, capricious, discriminatory, illegal or without substantial evidentiary basis. There is a presumption of validity of a governing body's enactment or amendment of a zoning ordinance and the burden of proof is on the party asserting invalidity. Where the point at issue is "fairly debatable," the Courts will not disturb the zoning authority's action." Drews v. City of Hattiesburg, 904 So. 2d 138, 140 (Miss. 2005) See also Mayor & Bd. of Aldermen, City of Clinton v. Welch, 888 So. 2d 416, 419 (Miss. 2004) ("[A]ctions of a deliberative body such as the Mayor and Board of Aldermen will not be set aside unless found to be arbitrary and capricious."). The Mississippi Supreme Court has further noted that "unlike decisions to zone or re-zone, which are legislative in nature, decisions on request for special exceptions are adjudicative, and a reviewing court subjects such decisions to the same standard as is applied to administrative agency adjudicative decisions." Therefore, any appeal of the Board's decision with regard to the denial of the variance to Ling is subject to the following standard of review: the decision of an administrative agency is not to be disturbed unless the agency order was unsupported by substantial evidence; was arbitrary or capricious; was beyond the agency's scope or powers; or violated the constitutional or statutory rights of the aggrieved party. Mayor & Bd. of Aldermen, City of Town of Prentiss v. Jefferson Davis County, 874 So. 2d 962, 964 (Miss. 2004).

Following the reading of this Resolution, it was introduced by Alderman Flores and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Brooks YES
Alderman Kristian Kelly YES
Alderman Shirley Beshears YES
Alderman George Payne YES
Alderman Joel Gallagher ABSENT
Alderman Scott Ferguson YES
Alderman Raymond Flores YES

**RESOLVED AND DONE** this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4<sup>th</sup> day of November, 2014.

# CITY OF SOUTHAVEN, MISSISSIPPI

# PERSONNEL DOCKET

Personnel
Docket
November
04, 2014

Payroll				
Additions	Position	Department	Start Date	Rate of Pay
Kristen	Patrol Officer	_		
Parrott	1	Police - 211	TBD	\$16.91
Kevin	Patrol Officer			
McCarthy	ŀ	Police - 211	TBD	\$16.91
Nathaniel	Patrol Officer			
Lewis	I	Police - 211	TBD	\$16.91
le el Diele	Patrol Officer			
Joel Rich	J	Police - 211	TBD	\$16.91
William	P/T Golf	Parks and	November	
McNeill	Course	Recreation - 411	5, 2014	\$9.44
Robert				
Robinson	Dispatcher 1	Communications	TBD	\$18.08
Holly Veach	Dispatcher 1	Communications	TBD	\$18.08
Joshua				
Smith	Dispatcher 1	Communications	TBD	\$18.08
Kristi Kerr	Dispatcher 1	Communications	TBD	\$18.08
Celeste Box	Dispatcher 1	Communications	TBD	\$18.08
Payroll	Previous	New	Effective	Proposed

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay	
	F/T Golf				
Terry Locke	Course	No Change	10/20/2014	\$12.75	

Employee Effec	tive With/Without
Name Department Action Taken Da	Selection of the engineering and the first selection in the selection of t

Payroll Termination  Deletions Position Denoutment Date Page of Pa	ar an rakka di riiki di 18 di bili di kangangan rama wa minamana makana matawa matawa malikuna kuni di kali bi
Dolotions Bosition Donartmont Date Pate of Pa	approximation and the control of the
Deletions rostion Debaitment Date Rate of ra	ion Department Date Rate of Pav

Alderman Brooks made the motion to approve the Personnel Docket of November 4, 2014, 2014 as presented to this Board. Motion was seconded by Alderman Flores. The motion was put to vote and passed unanimously.

## **CITY ATTORNEY'S LEGAL UPDATE**

No Legal Update

### **OLD BUSINESS**

No Old Business

### **CLAIMS DOCKET**

A motion was made by Alderman Brooks to approve the FY 2014 Claims Docket of November 4, 2014, including demand checks and payroll in the amount of \$139,583.34. Motion was seconded by Alderman Flores.

### **Excluding voucher numbers:**

229510, 229545, 229567, 229568, 229597, 229621, 229683, 229684, 229707, 229709, 229710, 229711, 229714, 229715, 229716, 229718, 229720, 229841, 229877, 229889, 229926, 229946, 229978, 229996, 230096, 230104.

### Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	ABSENT
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 4<sup>th</sup> day of November, 2014.

A motion was made by Alderman Brooks to approve the FY 2015 Claims Docket of November 4, 2014, including demand checks and payroll in the amount of \$2,356,175.75. Motion was seconded by Alderman Ferguson.

### Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks Alderman Kelly Alderman Beshears Alderman Payne	YES YES YES YES

Alderman Gallagher ABSENT
Alderman Ferguson YES
Alderman Flores YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 4<sup>th</sup> day of November, 2014.

### **EXECUTIVE SESSION**

A motion was made by Alderman Brooks to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Brooks made the motion to go into Executive Session for the purpose of discussing the purchase and lease of City Property. Motion was seconded by Alderman Ferguson. Motion was put to a vote and passed unanimously by the raise of hands.

Alderman Brooks made the motion to authorize the purchase of the building located at 1855 Veterans Drive for \$210,000.00 to be used for municipal purposes. Motion was seconded by Alderman Beshears.

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 1855 Veterans Drive, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Brooks offered and moved the adoption of the following resolution:

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY

WHEREAS, FTL Properties, LLC, a Louisiana limited liability company, ("Seller") currently owns the Property; and

WHEREAS, the City desires to buy the Property for municipal purposes; and

WHEREAS, Seller desires to sell the Property to the City for Two Hundred Ten Thousand Dollars and 00/100 (\$210,000.00); and

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, obtained an appraisal for the Property and desires to purchase the Property in accordance with Mississippi Code 43-37-3(1)(c)(i); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, authorizes the purchase of the Property in the amount of \$210,000.00; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City approves the purchase of the Property in the amount of \$210,000.00; and

**BE IT FURTHER RESOLVED,** that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

The foregoing Resolution was seconded by Alderman Beshears and brought to a vote as follows:

Alderman William Brooks	voted: yes
Alderman Kristian Kelly	voted: yes
Alderman Shirley Beshears	voted: yes
Alderman George Payne	voted: absent
Alderman Joel Gallagher	voted: absent
Alderman Scott Ferguson	voted: yes
Alderman Raymond Flores	voted: yes

**RESOLVED AND DONE**, this 4<sup>th</sup> day of November, 2014.

Mayor Musselwhite called the meeting back to order.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Ferguson to adjourn. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously, November 4, 2014 at 7:15 p.m.

	Darren Musselwhite,
	Mayor
Sheila Heath, City Clerk	

# Minutes, City of Southaven, Southaven, Mississippi THIS PAGE WAS LEFT BLANK INTENTIONALLY

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DANNY L. WILLIAMS Tricky W. PITTS REBECCA A. BEARD Kristopher A. Whitten | 662-429-4438 fax

2042 MCINGVALE ROAD, SUITE A HERNANDO, MISSISSICH 38032 662-429-4436

ctober 21, 2014

o the Board of Aldermen and Management City of Southaven, Mississippi 710 Northwest Drive outhaven, MS 38671

Ne are pleased to confirm our understanding of the services we are to provide City of Southaven, Mississippi for the rear ended September 30, 2014. We will audit the financial statements of the governmental activities, the businessype activities, each major fund, and the aggregate remaining fund information, including the related notes to the inancial statements, which collectively comprise the basic financial statements, of City of Southaven, Mississippi as of and for the year ended September 30,2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Southaven, Mississippi's basic financial statements. Such information, although not a part of the pasic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Southaven, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These imited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Southaven, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole

- Schedule of expenditures of federal awards.
- The combining and individual nonmajor fund financial statements presented with CAFR.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Schedule of surety bonds for municipal officials.
- Introductory and statistical section presented with CAFR.

Member American Institute of Certified Public Accountants, Mississippi Society of Certified Public Accountants, Licensed in Mississippi and Tennessee.

LLIAMS

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation etter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the

supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### Audit Procedures—internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to

preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control assued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance nternal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Southaven, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued bursuant to Government Auditing Standards.

DMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Southaven, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Southaven, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. We will provide copies of our reports to the City of Southaven, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Williams, Pitts, & Beard, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Williams, Pitts & Beard, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency for audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit within two weeks of receiving your financial statement and supporting documentation for the fiscal year end and to issue our reports no later than ninety days after that date. Rebecca A. Beard is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,500. The financial statement assistance, however, will be billed at an hourly fee ranging from \$80 to \$140 per hour. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Southaven, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Williams, Ritts & Beard, PLLC

Williams, Pitts, and Beard, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Southaven, Mississippi.

Management signature:	<del></del> .
Title:	
Date:	·
Governance signature:	
Title:	_
Date:	



The Pinnacie et Jackson Place 190 E. Capitol Street, Suite 500 Jackson, MS 39201-2190 601,948,6700 Fax 601,948,6000 www.bkd.com

### SYSTEM REVIEW REPORT

To the Members of Williams, Pitts & Beard, PLLC and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC (the Firm) in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Williams, Pitts & Beard, PLLC in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiencies or fail. Williams, Pitts & Beard, PLLC has received a peer review rating of pass.

BKD-LLP

May 18, 2012

experience **BKD** 





WILLIAMS - PITTS - BEARD, PLLC CERTIFIED PARLIC ACCOUNTANTS DANNY L. WILLIAMS JERRY W. PITTS REBECCA A. BEARD KRISTOPHER A. WHITTEN

2042 MCINGNALE ROAD, SUITE A FERNANDO, MISSISSIPP 38032 662-429-4436 662-429-4438 FAX

October 21, 2014

To the Management City of Southaven, Mississippi 8710 Northwest Drive Southaven, MS 38671

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the City of Southaven, Mississippi ("the City") for the year ended September 30, 2014.

We will perform the following services:

 Consultation regarding adjusting journal entries that may be required for the City's financial statements and assistance in the preparation of those financial statements from the records of the City of Southaven as of and for the year ended September 30, 2014 in accordance with Generally Accepted Accounting Principles.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, tax services, or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Becky Beard is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Williams, Pitts & Beard, PLLC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for these services will range from \$80 to \$140 per hour for the consultation and financial statement services. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to you. You will also be billed for out-of-pocket costs such as postage, travel, etc., which additional expenses are not expected to exceed \$175. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Member American Institute of Certified Public Accountants, Allssissippi Society of Certified Public Accountants, Licensed in Mississippi and Tennessee.

W W W , WILLIAM SANDPITTS. C O M

	1
We appreciate the opportunity to be of service to you and believe this letter accurate significant terms of our engagement. If you have any questions, please let us know. If terms of our engagement as described in this letter, please sign the enclosed copy and	you agree with the
Very truly yours,	
Welliams, Ritts & Beard, Picc	•
Williams, Pitts, and Beard, PLLC Certified Public Accountants	
RESPONSE:	
This letter correctly sets forth the understanding of the City of Southaven, Mississippi.	
Management Signature:	
Title:	
Date:	

							-
<b>t</b> ^							
\$ 223,000	67,948 \$	1,223,000 \$	*	1,000,000 \$	<b>4</b> 5	Park Improvements	611 623 800
\$ (223,000)		(223,000) \$	₩		v,	Sale of Surplus Property	0240 581 000
\$	-						
\$ 449,150		5,857,150	•	5,408,000 \$	•	Principal Payment-Note	701 650 101
\$ (449,150)	(449,154) \$	(449,150) \$	¢s.	. 1	v	Misc Revenue	0300 560 100
FY 2015 YTD ACTUAL AMOUNT OF AMENDMENT	FY 2015 YTD ACTUAL	PROPOSED		CURRENT BUDGET	· 2	ACCOUNT	CODE

### Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

### Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1.	Name and address of municipality:
	City of Southaven
	5716 Northwest Drive
2	List the date and population of the latest official U.S. Census or most recent official census:
	2010 - 50,000
	2010
3	No. 1 discoursed to be a supplied of officials (include elected officials chief
٥.	Names, addresses and telephone numbers of officials (include elected officials, chief
	administrative officer, and attorney).
	SEC ATALLYEO
4.	Period of time covered by this questionnaire:
	- na   20   20   274-
	From: 10 01 2013 To: 09 30 2014
	lanlant
5.	Expiration date of current elected officials' term:

# MUNICIPAL COMPLIANCE QUESTIONNAIRE

PART I - Gene
---------------

Year Ended September 30, 20	
Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE	
PART I - General	
1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	7
<ol> <li>Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)</li> </ol>	
3. Are municipal records open to the public? (Section 25-61-5)	
4. Are meetings of the board open to the public? (Section 25-41-5)	<u> </u>
5. Are notices of special or recess meetings posted? (Section 25-41-13)	
5. Are all required personnel covered by appropriate surety bonds?	<b>y</b>
<ul> <li>Board or council members (Sec. 21-17-5)</li> <li>Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)</li> </ul>	
<ul> <li>Municipal clerk (Section 21-15-38)</li> <li>Deputy clerk (Section 21-15-23)</li> <li>Chief of police (Section 21-21-1)</li> <li>Deputy police (Section 45-5-9) (if hired under this law)</li> </ul>	
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)	<del></del>
8. Are minutes of board meetings signed by the mayor or	
majority of the board within 30 days of the meeting? (Section 21-15-33)	
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)	<u> </u>
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)	
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)	<u> </u>
IV-B1	

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)	
PART II - Cash and Related Records	
1. Where required, is a claims docket maintained? (Section 21-39-7)	7
<ol> <li>Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)</li> </ol>	
<ol> <li>Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)</li> </ol>	
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)	<u> </u>
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)	7
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)	<u> </u>
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)	<u> </u>
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)	
<ol> <li>Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)</li> </ol>	
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	NA

11. H	ave financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)	<u> </u>
12. D	report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)	
13. D	oes the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	7
14. H	as the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)	<u> </u>
15. H	ave investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	<u> </u>
16. A	re donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) Sections 21-19-45 through 21-19-59, etc.]	<u> </u>
17. A	re fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)	<u> </u>
18. Is	all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?	
19. A	re all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)	7
PAR	T M - Purchasing and Receiving	
1.	Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]	
2.	Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]	
3.	Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]	<u> </u>
4.	Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)	<u> </u>

	•.	
	. <u>-</u>	
PART	IV - Bonds and Other Debt	
1.	Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)	7
2.	Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)	<u> </u>
3.	Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)	<u> </u>
4.	Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)	
5.	Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)	<u> </u>
PAR	V - Taxes and Other Receipts	·
1.	Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)	7
2.	Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)	
3.	Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)	
4.	Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)	
5.	Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)	
6.	Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)	<u> </u>
7.	Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)	<u> </u>
8.	Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)	

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it	
provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)	
10. Are state-imposed court assessments collected and settled	<b>√</b>
monthly? (Section 99-19-73, 83-39-31, etc.)	
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)	
12. Are bids solicited by advertisement or, under special	
circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)	7
13. Has the municipality determined the full and complete cost for solid	$\checkmark$
waste for the previous fiscal year? (Section 17-17-347)	
14. Has the municipality published an itemized report of all reveaues,	
costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)	<u> </u>
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the	4
State Auditor? (MMAAG)	

#### (MUNICIPAL NAME)

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Certification to M	unicipal Compliance Questionnaire
Year En	ided September 30, 20 14
We have reviewed all questions and	responses as contained in this Municipal Compliance
Questionnaire for the Municipality of	Southaven, MS_, and, to the best of or
knowledge and belief, all responses are	accurate.
(City Clerk's Signature)	(Mayor's Signature)
(Date)	(Date)
(Date)	(Date)
Minute Book References:	
Book Number	
Page	

(Clerk is to enter minute book references when questionnaire is accepted by board.)

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Alderman Brooks offered and moved for the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF SOUTHAVEN, MISSISSIPPI (THE OF AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONTINUING CONNECTION WITH THE CITY'S ANNUAL DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE COMMISSION; SECURITIES AND EXCHANGE AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION **PROCEDURES** FOR CONTINUING **POLICIES** AND COMPLIANCE; AND FOR 15C2-12 RULE DISCLOSURE/SEC RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at <a href="https://www.emma.msrb.org">www.emma.msrb.org</a> ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Southaven, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as EXHIBIT A.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as EXHIBIT B, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor, the Chief Administrative Officer and/or the City Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as EXHIBIT C. The Governing Body of the City hereby authorizes the Chief Administrative Officer and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi and/or the Chief Administrative Officer of the City are hereby authorized and approved to submit the Questionnaire and/or Questionnaires for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor, Chief Administrative Officer and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for

and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Alderman Kelly seconded the motion for its adoption and the question being put to a roll call vote, and the result was as follows:

Alderman William Brooks
Alderman Kristian Kelly
Alderman Shirley Beshears
Alderman George Payne
Alderman Joel Gallager
Alderman Scott Ferguson
Alderman Raymond Flores
Voted: yes
Voted: yes
Voted: yes

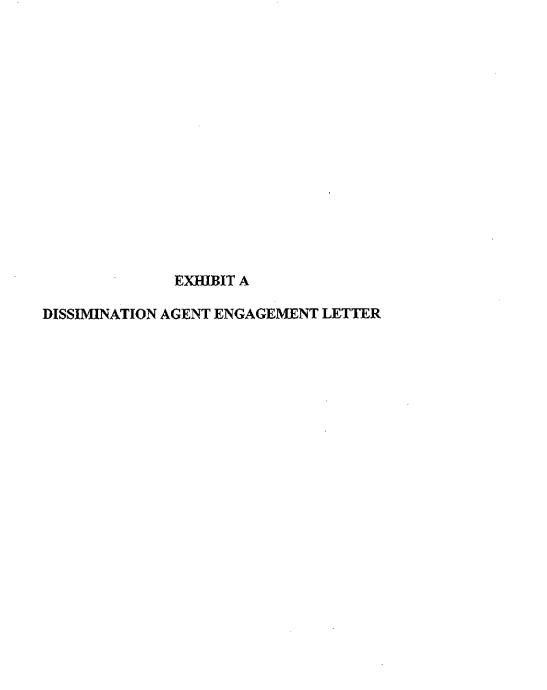
The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4th day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

(SEAL) EN MISSISSIPPE



### BUTLER | SNOW

October 29, 2014

#### VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG

City of Southaven, Mississippi Attn: Chris Wilson, Chief Administrative Officer (<a href="mailto:cwilson@southaven.org">cwilson@southaven.org</a>) 103 College Street Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. This year's filing is due on or before March 31, 2015. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

> Post Office Box 6010 Ridgeland, MS 39158-6010

T 601.948.5711 F 601.985.4500 www.buslermow.com Suite 1400 1020 Highland Colony Parkway Ridgeland, MS 39157

Butler Snow LLP

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$1,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same EMMA.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not he sitate to contact me.

BUTLER SNOW LLP

Mirabon Law Clark

Elizabeth Lambert Clark

APPROVED BY:

Name: Mayor

Title: Mayor

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Southaven.

cc: Nick Manley, Esquire (<u>nick.manley@butlersnow.com</u>)

ButlerSnow 23209251v1

EXHIBIT B
FORM OF QUESTIONNAIRE



## U.S. SECURITIES AND EXCHANGE COMMISSION DIVISION OF ENFORCEMENT

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE FOR SELF-REPORTING ENTITIES

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in <u>SEC Form 1662</u>, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:

Individual Contact Title:

Individual Contact telephone:

Individual Contact Fax number:

Individual Contact email address:

Full Legal Name of Self-Reporting Entity:

Mailing Address (number and street):

Mailing Address (city):

Mailing Address (state): Select a state...

Mailing Address (zip):

 Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Select a state...

Full Name of Issuing Entity:

Full Legal Name of Obligor (if any):

Full Name of Security Issue:

Initial Principal Amount of Bond Issuance:

Date of Offering:

Date of final Official Statement (format MMDDYYYY):

Nine Character CUSIP number of last maturity:

3.	Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):
	☐ Issuer
	☐ Obligor
	☐ Underwriter
	and the second s
4.	Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):
	Senior Managing Underwriting Firm:
٠	Primary Individual Contact at Underwriter:
	Financial Advisor:
	Primary Individual Contact at Financial Advisor:
	Bond Counsel Firm:
	Primary Individual Contact at Bond Counsel:
	Law Firm Serving as Underwriter's Counsel:
	Primary Individual Contact at Underwriter's Counsel:
	Law Firm Serving as Disclosure Counsel:
	Primary Individual Contact at Disclosure Counsel:
5.	Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):
	2

	nent terms un						
Ву:	Name of Du	ly Authorize	d Signer:	 		·	
							•
					·		
		·					
	,						
							• .

EXHIBIT C
SPECIAL COUNSEL ENGAGEMENT LETTER

# Butler | Snow

October 29, 2014

#### VIA E-MAIL AT SHEATH@SOUTHAVEN.ORG

City of Southaven, Mississippi Attn: Chris Wilson, Chief Administrative Officer (<a href="mailto:cwilson@southaven.org">cwilson@southaven.org</a>) 103 College Street Southaven, MS 38606

Re: City of Southaven, Mississippi 2015 Continuing Disclosure Submission

Dear Mr. Wilson:

This letter is to confirm our engagement as special counsel to the City of Southaven, Mississippi (the "City") in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") of the Securities and Exchange Commission (the "SEC"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

#### Scope of Services

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

#### Attorney-Client Relationship

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council's individual members, or the City's employees.

#### Conflicts of Interest

Before accepting any new business, the Mississippi Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflict check within our firm and have found no current conflict between the City and our existing clients.

Post Office Box 6010 Ridgeland, MS 39158-6010 T 601.948.5711 F 601.985.4500 www.butlersnow.com Suite 1400 1020 Highland Colony Parkway Ridgeland, MS 39157

Butler Snow LLP

City of Southaven October 29, 2014 Page 2

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit B attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

#### **Document Retention**

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more

City of Southaven October 29, 2014

complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit A and incorporated herein by reference.

#### Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP

Accepted and Approved:

CITY OF SOUTHAVEN, MISSISSIPPI

Elizabeth Panebert Clark

Enclosures

Nicholas H. Manley, Esq., City of Southaven, Mississippi City Attorney

(via email: nick.manley@butlersnow.com)

# Exhibit A Notice to Clients of Butler Snow's Record Retention & Destruction Policy for Client Files

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will

be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

#### Exhibit B

#### **Bond Issues Reported to SEC**

\$3,595,000 General Obligation Refunding Bonds, Series 2010 dated 4/15/10 (Crews & Associates)

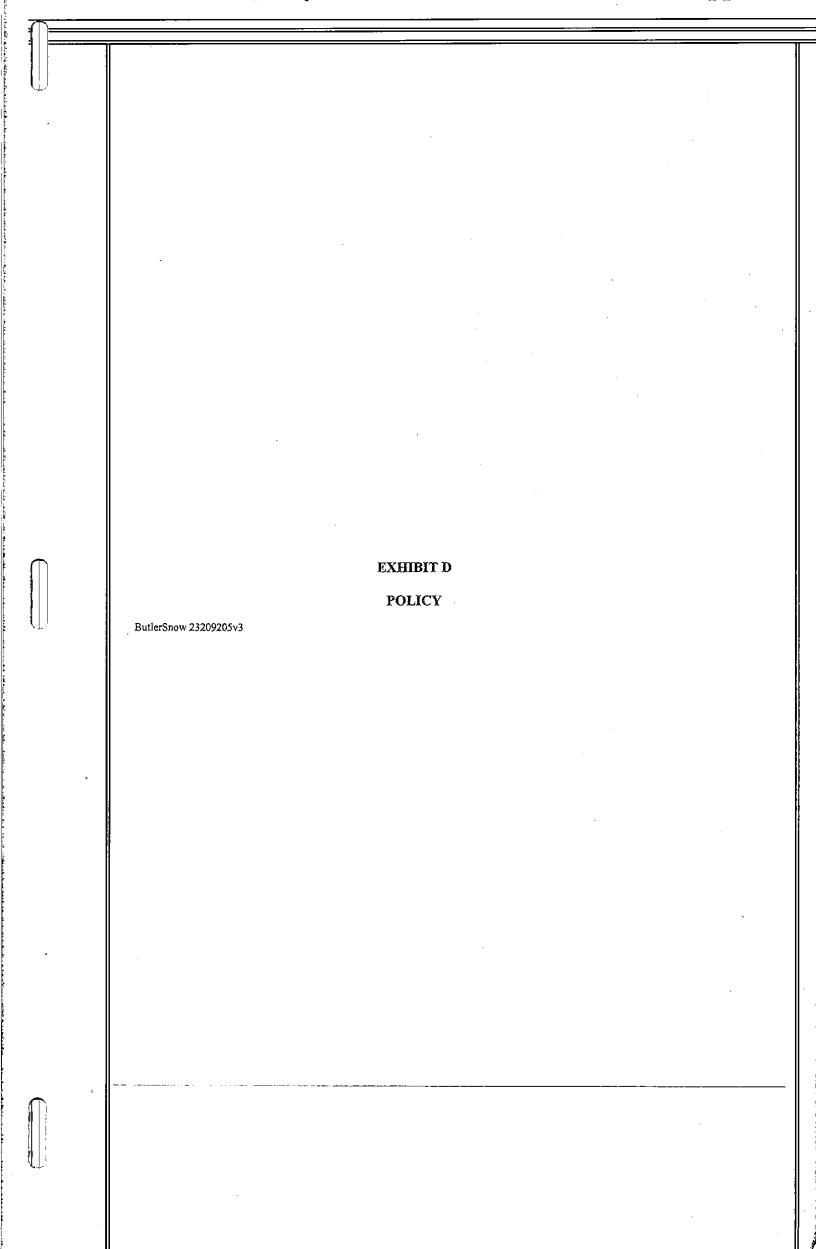
\$3,505,000 General Obligation Refunding Bonds, Series 2011 dated 2/17/11 (Crews & Associates)

\$3,225,000 General Obligation Refunding Bonds, Series 2010 dated 11/30/10 (Stephens, Inc.)

\$2,735,000 General Obligation Water and Sewer Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)

\$3,015,000 General Obligation Refunding Bonds, Series 2012 dated 10/31/12 (Stephens, Inc.)

ButlerSnow 23209377v2



#### CITY OF SOUTHAVEN, MISSISSIPPI POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE

#### I. Statement of Purpose

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "Policy") designates specific policies of the City of Southaven, Mississippi (the "Issuer") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "CDA") in connection with certain bond obligations (the "Obligations") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("SEC") Rule 15c2-12 (the "Rule").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

#### II. Responsible Parties

- A. The Mayor shall identify an appropriate officer (currently the Chief Administrative Officer) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "Staff Designee"). The Chief Administrative Officer shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.
- B. The Staff Designee will coordinate procedures for record retention and review of such records.
- C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.
- D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.
- E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

#### III. General Recordkeeping

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
   Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer, and
- Copy of Current Budget information of the Issuer.

#### IV. Annual Filing

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

- A. Appoint or engage bond counsel or a dissemination agent (the "Agent") to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.
- B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the "MSRB") through the EMMA Dataport ("EMMA") at http://www.emma.msrb.org; information which is consistent with the requirements under its CDA (the "Annual Filing") no later than the date required for the reporting of each Annual Filing as determined by each CDA (the "Report Date"). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.
- C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the "Notice of Failure to File") in substantially the form attached hereto as Exhibit A.
- D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.
- E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.
- F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

- Audited Financial Statements;
- Budget for next fiscal year;
- 3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
- 4. Operating and financial information contained in the official statement in connection with the Obligation.
- G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "Material Event Notice") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as Exhibit B.

#### V. <u>Material Event Notice</u>

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.
- B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

#### Listed Events include:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
  - (7) Modifications to rights of Bondholders, if material;
  - (8) Bond calls, if material, and tender offers;
  - (9) Defeasances;

- (10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;
  - (11) Rating changes;
  - (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

#### VI. Rating Changes

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.
- B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

#### VII. Defeasance of Obligations

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

#### VIII. Training

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on November 4, 2014.

#### EXHIBIT A

#### NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Sout	thaven, Mississippi
Date of Issuance:	<del></del>	, 2014
CUSIP Numbers:		
		that the City has not provided an Annual Report as ertakings. The City anticipates that the Annual Report filed
Dated:		
		CITY OF SOUTHAVEN, MISSISSIPPI
		By:Authorized Officer

#### EXHIBIT B

#### MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer:	City of Southaven, Mississippi
Date of Issuance:	
CUSIP Numbers:	,,
Description of the attached Materia	el Event Notice (Check One):
1 2 3 4 5 6	Principal and interest payment delinquencies Non-Payment related defaults, if material Unscheduled draws on debt service reserves, if any, reflecting financial difficulties Unscheduled draws on credit enhancements reflecting financial difficulties Substitution of credit or liquidity providers, or their failure to perform Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701- TEB) or other material notices or determinations with respect to the tax status of
7. 8 9 10	the bonds, or other material events affecting the tax status of the Bonds Modifications to rights of Bondholders, if material Bond calls, if material, and tender offers Defeasances Release, substitution, or sale of property, if any, securing repayment of the securities
11. 12. 13.	Rating changes Bankruptcy, insolvency, receivership or other similar event of the State The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14.	Appointment of a successor or additional trustee or the change of name of a trustee, if material
15 16	Failure to provide annual financial information as required by the Rule Other material event notice (specify)
I hereby represent that I am authorpublicly:	rized by the City/Other Obligated Person or its agent to distribute this information
Signature:	
Name:	Title:
Employer:	
Address:	
Voice Telephone Number:	

ButlerSnow 23209397v2

### Southaven Fire Department

Division of Fire & Emergency Medical Services

Rohald L. White Fire Chief

8710 Northwest Drive, 2nd Floor Southaven, MS 38671 Office: (662) 393-7466 Fax: (662) 280-6521

Roger L. Thornton Deputy Fire Chief

November 4, 2014

Mayor Musselwhite and Board of Alderman City of Southaven

Dear Mayor and Board,

The current maintenance agreement for inspection and maintenance services for the training burn props at the fire department training center is about to expire. The department would like to recommend the current contracts with the existing vendor be renewed for a one year period. Kidde Fire Trainers is proposing the cost to be \$15,109.00. This agreement is a budgeted item in the fire department operating budget.

For the purpose of renewal of this agreement in the future as well as for the purchase of parts to maintain the system, we are asking the Mayor and Board to accept Kiddie Fire Trainers as the sole source provider for this service and any replacement parts.

Copies of the Proprietary Justification Letter and the Maintenance Agreement Proposal have been enclosed with this letter. The enclosed contract has been reviewed and approved by the City Attorney Mr. Nick Manley.

Respectfully,

possabl L. Wehit -Ronald L. White

Fire Chief

CC: Chris Wilson, CAO Shelia Heath City Clerk Nick Manley, City Attorney File

Enclosure

Kidde Fire Trainers, LLC. 17 Philips Parkway Montvale, NJ 07645-1810 USA Tel +1 201.300.8100 Fax +1 201.300.8101 www.kiddeft.com



14 October 2014

sbenson@southaven.org

Refer:

P14001-VA-14-352

Southaven Fire Department 8710 Northwest Drive 2nd Floor Southaven, MS 38671

Attention:

Stephen Benson, Training Officer

Subject:

Southaven Fire Department, Direct Procurement Justification

Dear Mr. Benson:

Kidde Fire Trainers is pleased to provide information for your consideration with respect to a direct procurement from Kidde Fire Trainers of maintenance support for the FireTrainer® T500 live fire training system at the Southaven Fire Department facility.

As the designer, manufacturer and installer of the FireTrainer® T500, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully support the trainer. Kidde Fire Trainers is the only company within the corporation qualified to offer a comprehensive maintenance support for your trainer. There are no outside organizations that have been authorized to conduct maintenance or repairs on our trainers.

As the original developer of computer-controlled propane fueled fire fighter trainers, Kidde Fire Trainers has a vast intellectual property portfolio that includes numerous patents, evidencing our strong technical capability. Kidde Fire Trainers developed proprietary software used with the trainer and will install any updates developed for similar trainers at no additional cost. Kidde Fire Trainers does not release its source code to anyone for any purpose.

Kidde Fire Trainers maintains an inventory of the most frequently replaced components, affording us the ability to respond quickly to system malfunctions. Our Customer Service Department maintains a staff of skilled technician's factory trained in 3 required disciplines, HVAC, mechanical and electrical. They are capable of providing knowledgeable, comprehensive and timely support.

Kidde Fire Trainers delivers its trainer with an Operation and Maintenance Manual that provides the user with limited rights in the data. Release of our documentation outside of a user organization requires prior Kidde Fire Trainers written approval except in cases of emergency.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 302.

Yours sincerely,

James Gould

Customer Service Manager

James Gould

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressees organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Kidde Fire Trainers, LLC. 17 Philips Parkway Montvale, NJ 07645-1810 USA Tel +1 201.300.8100 Fax +1 201.300.8101 www.kiddeft.com



13 October 2014

Via Facsimile: sbenson@southaven.org

Refer to:

P14001-VA-14-348

Stephen Benson
Training Officer
Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Dear Mr. Benson:

Subject:

1) Southaven Fire Department, Maintenance Contract Proposal

Enclosure:

1) Southaven Fire Department, Maintenance Contract Proposal

2) Kidde Fire Trainers Service Terms and Conditions

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T500 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T500 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,

Valerie L. Arsen

Customer Service Administrator

Valerie J. arren

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressees organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

Enclosure 1

Document No: P14001-VA-14-348

**PROPOSAL** 

for

MAINTENANCE SUPPORT SERVICES

for the

FireTrainer®T500 Live Fire Training Systems

located at the

Southaven Fire Department 8325 Tulane Road Southaven, MS 38671

Prepared For:

Southaven Fire Department 8710 Northwest Drive 2nd Floor Southaven, MS 38671

Prepared By:

Kidde Fire Trainers 17 Philips Parkway Montvale, NJ 07645-1810

13 October 2014

Soard Opproved 10-4-14 (SD)

#### 1.0 SCOPE

This document provides a description of the maintenance support services provided by Kidde Fire Trainers, for the Fire Trainer®T500 Live Fire Training System owned and operated by the Southaven Fire Department.

#### 2.0 APPLICABLE DOCUMENTS

Kidde Fire Trainers supplied Operation and Maintenance Manual for the Fire Training Equipment.

#### 3.0 MAINTENANCE PHILOSOPHY

Kidde Fire Trainers Technical Support Programs are designed to assist the Owner in the upkeep of the Fire Training Equipment by providing regularly scheduled support and unscheduled (corrective) support. Of critical importance to the success of any trainer support program is the participation of the Owner's training and support personnel in keeping detailed records, regularly performing system checks, providing interim maintenance and following troubleshooting procedures outlined in the Operation and Maintenance Manual.

#### 4.0 SUMMARY OF PROVIDED SERVICES

#### 4.1 Planned (Preventive) Support

At a predetermined interval, Kidde Fire Trainers will schedule a site visit by a factory certified trained technician to evaluate the Fire Training Equipment and implement all scheduled adjustments and preventive maintenance parts replacements to ensure that the system is at a fully operational state. This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required.
- · Clean the fuel control station inlet strainer
- Inspect and calibrate all gas detection assemblies.
- Inspect and adjust all smoke generators
- Inspect the Programmable Logic Controller battery and replace as required.
- Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)
- Clean all equipment cabinets

Kidde Fire Trainers will provide Two (2) scheduled support visits per year at 6-month intervals. The approximate length of each visit will be 2 days.

#### 4.2 Unplanned (Corrective) Technical Support

Upon receipt of a request from the Owner, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the required repair will determine the length of the visit. Kidde Fire Trainers will furnish all parts, material, and labor required.

#### 5.0 EXTENT OF COVERAGE

#### 5.1 Items to be Maintained

Kidde Fire Trainers responsibility for Technical Support includes the Fire Training Equipment hardware and software provided by Kidde Fire Trainers as described in the Operation and Maintenance Manual.

#### 5.2 Exclusions

Kidde Fire Trainers will not be responsible for the following:

- System hardware that has been abused or damaged.
- Loss of the Owner's ability to train because of conditions beyond Kidde Fire Trainers control.

#### 5.3 Terms and Conditions

All sales are subject to Kidde Fire Trainers, Inc. terms and conditions attached hereto and no other terms and conditions, oral or written, shall be of any force or effect. Any additional, different, or conflicting terms or conditions contained in buyer's purchase order or in any other correspondence, previous or subsequent shall be deemed refused and objected to by Kidde Fire Trainers, Inc. and shall not be binding in any way on Kidde Fire Trainers, Inc., unless buyer and Kidde Fire Trainers Inc. specifically agree in writing on terms and conditions additional to or different from those contained hereto.

#### 6.0 OWNER RESPONSIBILITIES

Consistently safe and reliable operation of the Fire Training Equipment depends on professional operation and quality scheduled support by skilled operating and maintenance personnel. Kidde Fire Trainers, therefore, requires the cooperation of the Owner in the following areas:

#### 6.1 Routine Record Keeping

The Owner shall maintain daily log of Fire Training Equipment performance during training.

#### 6.2 Interim Maintenance

The Owner shall perform all interim maintenance tasks as described in the Operation and Maintenance Manual and maintain a log of all tasks performed. Owner will be responsible for keeping the equipment and associated equipment rooms neat and clean. If Kidde Fire Trainers is required to perform scheduled support, such as cleaning spilled smoke fluid from internal components due to improper handling, Kidde Fire Trainers will bill the service at the rate outlined under unplanned corrective maintenance to perform the clean up.

#### 6.3 Approved Materials

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance manual.

#### 7.0 PERIOD OF PERFORMANCE

Kidde Fire Trainers will initiate Technical Support at the Owner's facility following the receipt and subsequent acceptance of a formal contract or purchase order. Coverage provided in accordance with the plan and period stipulated in the contract or purchase order.

All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Kidde Fire Trainers, prior to the commencement date.

All equipment two (2) years or older will be subject to a pre-contract inspection charge. The inspection charge is waived if the equipment meets Kidde Fire Trainers standards. The customer shall pay all charges incurred in restoring the equipment to good operating condition at the standard Kidde Fire Trainers Time and Material Pricing Structure listed below.

#### 8.0 TECHNICAL SUPPORT PROGRAM PRICING STRUCTURE

#### 8.1 Option I

Kidde Fire Trainers proposal for our Technical Support Program for a one-year period starting 1 January 2015 will consist of the following:

- Two (2) on-site schedule support visits.
- On-call corrective support, as required.
- Required replacement parts.

Kidde Fire Trainers firm fixed price for this program is \$15,109.00 (Fifteen Thousand One Hundred Nine Dollars). Our price will remain valid for a period of 60 days. Invoices submitted semi-annually. Payment terms are Net 30 days.

	•						
		•					
9.0	OPTIONAL RENEWALS						
		A B	;				
9.1	Optional Renewals Technical Su	ipport Program					
	Year	Period	Amount				
	Two	1/1/16 - 12/31/16	\$15,562.00				
	Three	1/1/17 - 12/31/17	\$16,029.00				
			· · · · · · · · · · · · · · · · · · ·				
	Accepted by:	1-A)	41				
	Dauer Mic	white 1) ar	ren Musselwhite, May				
(	David Manual Darren 1433Charming						
_	Customer Signature	Print Name & Titl	le				
	11 5-116	11 1	11 6 14				
	PO#: //-0-14	Date:/ <i>[C</i>	2-/-				
	Billing Address:	Shipping Address:					
			·				
			. "				
	Contact:						
	Phone:	Fax:	·				
			· · · · · · · · · · · · · · · · · · ·				
10.0	TIME AND MATERIAL PRICING	TIME AND MATERIAL PRICING STRUCTURE					
	Unplanned (Corrective) Support (without coverage)						
	Cost are billed at the following rate	<b>9</b> \$:					
	L. B. C.	#100.00 h					
	Labor	\$190.00 per hour					
	Tanvaltina	¢1.40.00 per bour					
	Travel time	\$140.00 per hour	•				
	Parts and materials	List minus 10%					
	Parts and materials	LIST THIRTUS 10%					
	Airfaro	Antuct cost					
	Airfare	Actual cost					

#### KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

ARTICLE 1: WORK Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for Kidde Fire Trainers to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for Kidde Fire Trainers to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for Kidde Fire Trainers' personnel including but not limited to:

 (a) Buyer will provide us with an overview of the site hazards prior to work beginning;

(b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Kidde Fire Trainers personnel;

(c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Kidde Fire Trainers personnel is occurring; and

(d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations. ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide

a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:

Buyer To Provide Name and Address In Writing

#### SELLER:

Contracts Program Manager Kidde Fire Trainers, LLC. 17-Philips Parkway Montvale, NJ 07645-1810 USA

ARTICLE 4: TIME OF COMPLETION Kidde Fire Trainers will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of Kidde Fire Trainers. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers' quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when Kidde Fire Trainers begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in Kidde Fire Trainers' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation. Payment with respect to goods ordered is due 30 days following invoice by the Kidde Fire Trainers. Buyer shall reimburse Kidde Fire Trainers for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

ARTICLE 7: ENTIRE CONTRACT

(a) These terms and conditions along with Kidde Fire Trainers quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.

(b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.

(c) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers:

(d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the Kidde Fire Trainers reserves the right to increase the contract price by 10%.

ARTICLE 9: INSPECTION AND ACCEPTANCE

a) INSPECTION - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.

b) ACCÉPTANCE - Within five (5) days of completion of the maintenance services, Kidde Fire Trainers shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

Revised - 29 October 2014

#### KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

#### RTICLE 10: WARRANTY

- a) Kidde Fire Trainers warrants to Buyer that any part will be free from defects in materials or workmanship for a period of three (3) months (but not longer than its useful life) from the date of part shipment.
- ) Warranty adjustment
  - If any detect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers written notice.
  - Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any part, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.
- Exclusions from Warranty
- 1. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KIDDE FIRE TRAINERS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KIDDE FIRE TRAINERS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 2. To the extent permitted by faw, Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
- The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any Kidde Fire Trainers' operator's manual.
- 4. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than Kidde Fire Trainers unless under the direction of Kidde Fire Trainers.

RTICLE 11: INSURANCE Kidde Fire Trainers shall carry contractor's Comprehensive Bodity Injury and Property Damage ability Insurance and shall comply with Worker's Compensation aws relating to the compensation of its injured workmen and will ovide Buyer with a Certificate of Insurance upon request.

Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, estruction of and loss of use of Buyer's existing property and all eliverable Article 1 equipment as well as Kidde Fire Trainers operty located on the Buyer's property or in the Buyer's facility, ue to fire or other perils, prior to, during or after acceptance, towever caused.

ARTICLE 12: LIMITATION OF LIABILITY To the extent permitted by law, the aggregate liability of Kidde Fire Trainers bereunder whether in contract, tort (including negligence) or herwise, will be limited to one times the contract value, tovided however the foregoing limitation does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.

Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

ARTICLE 13: FORCE MAJEURE Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, tockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, Kidde Fire Trainers does not waive Buyer's duty to comply with the terms of Article 6 or any other payment schedule agreed upon by the parties.

ARTICLE 14: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from Kidde Fire Trainers, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

ARTICLE 16: GOVERNING LAWS The laws of the state of Mississippi, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes ansing from this agreement shall be venued in the Courts of Mississippi.

#### KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

ARTICLE 17: ASSIGNMENT Notwithstanding anything is this agreement, Kidde Fire Trainers reserves their right to assign the duties under this agreement to an affiliate or subsidiary.

ARTICLE 18: EXPORT CONTROL Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Kidde Fire Trainers, shall be deemed a material breach of this Contract.

ARTICLE 19: COMPLIANCE WITH LAWS Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

ARTICLE 20: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

#### Attachment A: Limited Rights Legend

Contract No.

Contractor: Kidde Fire Trainers, LLC

Acceptance of the attached or enclosed Proprietary Information shall indicate your agreement to the following:

Unless the recipient of this Proprietary Information has received Kidde Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary

Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information delivered hereunder shall remain the property of Kidde Fire Trainers, LLC

Kidde Fire Trainers, LLC. 17 Philips Parkway Montvale, NJ 07645-1810 USA Tei +1 201.300.8100 Fax +1 201.300.8101 www.kiddeft.com



14 October 2014

sbenson@southaven.org

Refer:

P14001-VA-14-352

Southaven Fire Department 8710 Northwest Drive 2nd Floor Southaven, MS 38671

Attention:

Stephen Benson, Training Officer

Subject:

Southaven Fire Department, Direct Procurement Justification

Dear Mr. Benson:

Kidde Fire Trainers is pleased to provide information for your consideration with respect to a direct procurement from Kidde Fire Trainers of maintenance support for the FireTrainer® T500 live fire training system at the Southaven Fire Department facility.

As the designer, manufacturer and installer of the FireTrainer® T500, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully support the trainer. Kidde Fire Trainers is the only company within the corporation qualified to offer a comprehensive maintenance support for your trainer. There are no outside organizations that have been authorized to conduct maintenance or repairs on our trainers.

As the original developer of computer-controlled propane fueled fire fighter trainers, Kidde Fire Trainers has a vast intellectual property portfolio that includes numerous patents, evidencing our strong technical capability. Kidde Fire Trainers developed proprietary software used with the trainer and will install any updates developed for similar trainers at no additional cost. Kidde Fire Trainers does not release its source code to anyone for any purpose.

Kidde Fire Trainers maintains an inventory of the most frequently replaced components, affording us the ability to respond quickly to system malfunctions. Our Customer Service Department maintains a staff of skilled technician's factory trained in 3 required disciplines, HVAC, mechanical and electrical. They are capable of providing knowledgeable, comprehensive and timely support.

Kidde Fire Trainers delivers its trainer with an Operation and Maintenance Manual that provides the user with limited rights in the data. Release of our documentation outside of a user organization requires prior Kidde Fire Trainers written approval except in cases of emergency.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 302.

Yours sincerely,

James Gould

Customer Service Manager

James Soule

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressees organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

# Southaven Fire Department

Division of Fire & Emergency Medical Services

Ronald L. White

8710 Northwest Drive, 2nd Floor Southaven, MS 38671 Office: (662) 393-7466 Fax: (662) 280-6521

Roger L. Thornton
Deputy Fire Chief

November 4, 2014

Mayor Musselwhite and Board of Alderman City of Southaven

Dear Mayor and Board,

The current maintenance agreement for inspection and maintenance services for the training burn props at the fire department training center is about to expire. The department would like to recommend the current contracts with the existing vendor be renewed for a one year period. Kidde Fire Trainers is proposing the cost to be \$15,109.00. This agreement is a budgeted item in the fire department operating budget.

For the purpose of renewal of this agreement in the future as well as for the purchase of parts to maintain the system, we are asking the Mayor and Board to accept Kiddie Fire Trainers as the sole source provider for this service and any replacement parts.

Copies of the Proprietary Justification Letter and the Maintenance Agreement Proposal have been enclosed with this letter. The enclosed contract has been reviewed and approved by the City Attorney Mr. Nick Manley.

Respectfully,

mald L. White

Fire Chief

CC: Chris Wilson, CAO
Shelia Heath City Clerk
Nick Manley, City Attorney
File

Enclosure

Kidde Fire Trainers, LLC. 17 Philips Parkway Montvale, NJ 07645-1810 USA Tel +1 201.300.8100 Fax +1 201.300.8101 www.kiddell.com



13 October 2014

Via Facsimile: sbenson@southaven.org

Refer to:

P14001-VA-14-348

Stephen Benson
Training Officer
Southaven Fire Department
8710 Northwest Drive
2nd Floor
Southaven, MS 38671

Dear Mr. Benson:

Subject:

1) Southaven Fire Department, Maintenance Contract Proposal

Enclosure:

- 1) Southaven Fire Department, Maintenance Contract Proposal
- 2) Kidde Fire Trainers Service Terms and Conditions

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T500 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T500 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,

Valeria I Arron

Customer Service Administrator

This document and subsequent pages include information that is proprietary to Kidde Fire Trainers, LLC and shall not be disclosed outside of the addressees organization and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate our offering.

# Southaven Police Department

W. TOM LONG Chief of Police

STEVE PIRTLE
Deputy Chief of Police

MISSISSIPPI

November 3, 2014

Honorable Mayor Musselwhite and Board of Alderman

As I am sure you are aware, the DeSoto County 911 Commission and the State of Mississippi Wireless Communication Commission have been in negotiations to combine the DeSoto County E-911 Trunking Radio system, of which we are a part of, and the Mississippi Wireless Information Network (MSWIN). Both entities are in final negotiations and the project is proposed to be in place and operational in mid 2015.

As the radios that we were utilizing at the time negotiations began would not be capable of working on the new system, the Southaven Police Department began purchasing radios that would be capable of being utilized when the change occurred.

I am requesting that I be allowed to purchase 23 portable walkie talkies for the amount of \$74,951.25 (price quote attached), this will finish replacing older radios that will not function when the change over takes effect. This also includes radios for additional officers that we are hiring. This amount was anticipated and we requested this amount to be included in the Police department's FY2014-15 budget request. These monies were part of our final budget when approved by the Board in September 2014. Therefore, this is not a request for additional money nor will there will be a need for any budget transfers.

All pricing is Mississippi State Contract pricing under MSWIN 3429 therefore the City is not required to implement the bid process. In addition due to the negotiations by the Mississippi Wireless Communication Commission and the DeSoto County 911 Commission, there are some additional discounts below the state contract pricing amounts that have been applied to this purchase.

I am respectfully requesting the Mayor and Board of Alderman approve the requested amount of \$74,951.25, that is a part of the Southaven Police Department's FY2015 budget.

hank you and if you have any additional questions please contact me.

steven E. Pirtle Deputy Chief of Police

8691 Northwest Drive • Southaven, Mississippi 38671 • (662) 393-8652 • Fax (662) 393-7138

					•	
wc	C Action:	Date:		_	Wireless Communications % Ms. Lana Nicks, MS Wireless Communicat	-
	WCC				412 East Woodrow Wilson Jackson, Mississippi 3921 Phone: 601-359-5126; Fax	6
Miss,	ssippi Wireless Comm	unicatio	n Commissi	ion	Inicks@wcc.ms.gov	
		]	Local P	rocurement R	Request	
Proj	ect Title: Southaven F	olice D	ept. Portabl	e Subscriber Purch:	ase	
_	act Information		<b>"阿斯斯斯"</b>			
Local	Governing Authority: City o	f Southave	en	Contact Person: Chief St	eve Pirtle	-
Addr	ss: 8791 Northwest Dr.			Phone: (901) 393-1465 Fax: (901) 393-1466		
Depai	tment: Police Department			Email Address: spirtle@	southaven.org	
	ect Summary	1 2507 1935 (1. ) 1 2 2 2 2 2 1 2 1	100 00 00 00 00 00 00 00 00 00 00 00 00			
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Fundi	g board approved for the Polic	e Departm	ent 2015 fiscal	year budget.		
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	Requested:					
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Name	(Presiding Officer) / Title				Signature	Date
Please	Attach:		a> c:			
7	Official Board Order or Ce			thorizing this project uestions: Local Governmen	t Radio Acquisitions	
X	All Vendor price quotes	, oto 10 Och	ici ai maiysis Q	aconono. Docut Governmen	Trans volumens	·
						Revised: 10/13/2014
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#### Mississippi Statewide Wireless Integrated Network (MSWINS) Analysis Questions: Local Government Radio Acquisitions

(Note: Requestor should coordinate with ITS, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed)

- 1. What is needed/being requested? Portable Radio
- 2. What is the impact of the local project on the state MSWINS project? Subscribers will interoperate with the MSWINS Sytem
- 3. What is the potential impact of the state MSWINS project on the local project(s)? Subscribers were configured based on the Motorola MSWINS packages.
- 4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?
  - Subscribers were configured to work on the Motorola MSWINS packages and the Desoto System
- 5. How does the proposed technology mesh with the state's technical implementation?

  Through the MOU between Desoto County and the WCC
- 6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?

  Transition from 800mhz. analog to 800mhz. p25 phase II
- 7. Are the equipment purchase prices consistent with or better than the state contract prices and discounts? Yes
- 8. What level of interoperability with the state and other local systems will this implementation achieve?

Subscribers will be interoperable at all levels; Consoles, existing subscribers, and through the microwave

Revised: 10/13/2014



#### MOTOROLA SOLUTIONS

Quote Number: QU0000295850 Effect ve: 31 October 2014 Effect ve To: 31 December 2014

Bill-T

City of Southaven 8710 Northwest Dr. Southaven, MS 38671

Name Chief Steve Pirtle
Email spirtle@southaven.org
Phone (662)393-1465

Contract Number: MISSISSIPPI MSWIN CONTRACT 3429

Freight terms: FOB Destination

Ultimate Destination:

Southaven Police Department

8791 Northwest Dr. Southaven, MS 38671

Sales Contact: Rodney Willhite

Email: Rodney.willhite@iciwireless.com

Phone: 9013664412

Payment Terms: Net 30

MSWINS + ADD'L DISCOUNT

QUOTE TOTAL

\$74,951.25

Qua	ntity	Model Number	<u>Description</u>	List Price	Discounted Price	Extended Price
ł	3	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$5,289.00	\$3,271.00	\$75,233.00
į	3	QA01648AA	ADD: ADVANCED SYSTEM HARDWARE KEY			
ł	3	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
ł	β	H38BT	ADD: SMARTZONE OPERATION			
ż	В	Q361AR	ADD: P25 9600 BAUD TRUNKING			
1	З	QA00580AC	ADD: TDMA OPERATION			
ł	В	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
ł	В	H43BE	ENH: RADIO TRACE/ REMOTE MONITOR			
1	В	Q9478C	ADD: RADIO PACKET DATA			
1	В	Q884BC	ENH: 1 YR SfS LITE			
ž	В	NNTN7038A	IMPRES IP67 LIION 2900MAH			
1	В	PMMN4069	REMOTE SPEAKER MIC NOISE CANCELING			
4	В	QA00583AC	ADD: ENABLE BLUETOOTH SOFTWARE	\$150,00	\$127.50	\$2,932.50
- 1	В	QA00782AC	ENH: ENABLE GPS BASIC FUNCTIONALITY	\$100.00	\$85.00	\$1,955.00
4	В	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$125.00	\$106.25	\$2,443.75
1	З	NNTN7038A	IMPRES IP67 LIION 2900MAH (EXTRA)	\$140.00	\$119.00	\$2,737.00
4	В	*W635AH	APX ADDITIONAL DESOTO DISCOUNT	(\$450.00)	(\$10,350.00)	(\$10,350.00)

DISCOUNT APPLIED TO PER UNIT PRICE

\*APX ADDITIONAL DESOTO DISCOUNT IN ADDITION TO MSWINS CONTRACT

PROGRAMMING AND INSTALLATION NOT INCLUDED

MSWIN CONTRACT 3429

THIS QUETE IS BASED ON THE FOLLOWING:

1 This quetation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms

and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice,

4 Prices quoted are valid for thirty(30) days from the date of this quote.

#### City of Southaven Parks and Recreation BEVERAGE AGREEMENT

This Beverage Agreement (the "Agreement") is made this January 1, 2015 by and between <a href="[Pepsi Beverages Company">[Pepsi"]</a>) with offices located at <a href="[671 South Rowlett">[671 South Rowlett</a>, <a href="Collierville TN 38017">Collierville TN 38017</a>] and <a href="[City of Southaven Parks and Recreation">[City of Southaven Parks and Recreation</a>], with facility located at <a href="[3335 Pine Tar Alley">[3335 Pine Tar Alley</a>, Southaven <a href="MS 38672">MS 38672</a>] (the "Customer").

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at each and every location owned and operated, controlled or utilized by the Customer including, but not limited to, each and every location (excluded Snowden Grove Amphitheater). Beverage fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

- Beverages shall be defined as any and all non-alcoholic drinks except hot brewed coffee, hot brewed tea and milk.
- 2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters and bottled coffees.
  - Subject to the renewal provisions set forth herein below, the term of this [Five years (05)] year Agreement shall commence on .01-01-2015 and terminate on .12-31-2020.
- 4. In exchange for Customer's <u>5 year</u> commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:
  - Year one (1), Pepsi agrees to pay Customer an upfront payment of \$10,000 sponsorship and \$1,000 product donation. Payment shall be made within sixty (60) days.
  - b. Years two (2) through five (5), Pepsi agrees to pay Customer sponsorship amount based upon a volume matrix as describe on the 4<sup>th</sup> page. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
  - c. Years two (2) through five (5), Pepsi agrees to pay Customer \$1,000 product donation. Payment is processed at the end of each year when contract was signed and shall be paid within sixty (60) days.
  - d. Rebate payments shall be made within sixty (60) days after the anniversary date of each year of this Agreement based on the immediately prior year's purchases. Rebates will be \$5.00 only for 20 oz 24 pack/case CSD, Gatorade and Aquafina products. Volume report will be provided.
  - Pepsi reserves the right to increase product prices up to four (4%) per year during the Term.
  - f. Pepsl shall donate POS (Gatorade sideline kits, menu boards, t-shirts, caps) items not to exceed \$4,000 year one (1) and \$2,000 per year of year two (2) through year five (5) of contract.
  - g. Pepsi shall provide vending and cooler equipment, repairs or replacement equipment at no cost to customer.

- h. Semi-annual business reviews will be conducted with customer.
- 5. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 4 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.
- 6. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.
- 7. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi In this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.
- 8. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.
- 9. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.
- 10. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.
- 11. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.
- 12. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

- 13. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 5 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every plece of Pepsi's equipment without any claim of trespass.
- 14. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.
- 15. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.
- 16. This Agreement may not be assigned by either party hereto without the express written consent of the other.
- 17. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

[City of Southaven Parks and Recreation, Southaven MS	[Pepsi Beverages Company, Collierville TNI]
Down Members	By:
Name: Darren Musselwhite	Name: Todd/Guelker & Ryan Pelle
Title: Mayor	Title: FSR St. FoodService Manage
Mailing address	

Fein number

	Aciai	He / Funding Wallex	
1	ladav	B&C Only (no FSV/FTN)	Franks Assessed
	Index	Cases	Funding Amount
	1.03	4,121	\$10,303
	1.02	4,080	\$10,201
	1.01	4,040	\$10,100
BAM	•		
Assumption	1.00	4,000	\$10,000
	0.99	3,960	\$9,900
	0.98	3,920	\$9,801

3,881

3,842

\$9,703

\$9,606

First year funding is the assumed funding (\$10000). Yr 2 & all out years, the funding is based on PY actual sales. Equation is: PY Actual B&C volume divided by volume assumption (4000) gives the index and then the index is multiplied by the funding commitment per year (\$10000).

0.97

0.96

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs.
- 2. The City Clerk, or her designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

REMAINDER OF PAGE LEFT BLANK

Following the reading of this Resolution, it was introduced by Alderman Ferguson and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Brooks

YES

Alderman Kristian Kelly

YES

Alderman Shirley Beshears

YES

Alderman George Payne

YES

Alderman Joel Gallagher

ABSENT

Alderman Scott Ferguson

YES

Alderman Raymond Flores

YES

RESOLVED AND DONE this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

V. Da

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERI



#### Information Technology & Emergency Communications Department City of Southaven, MS

8710 Northwest Drive \* Southaven, MS \*38671\* Office (662) 280-6557 \* FAX (662) 280-6559

To:

Mayor Musselwhite/Board of Aldermen

From:

**Chris Shelton** 

Date:

10/22/14

RE:

Surplus Property

Mayor and Board,

Attached is a list of items that have reached end of life and are no longer of use.

I respectfully request permission to dispose of them as appropriate and in accordance with state law, and remove the items from fixed assets inventory.

Respectfully,

Chris Shelton

Director of Information Technology

And Emergency Communications

City of Southaven – The Top of Mississippi

ation of item	description (include model)	serial number	asset#
			<u> </u>
15	HP Laserjet Pro 400 M401DN	VNB3B24489	
lding	HP Colorjet 2840	CNHC71K0GM	
Station #1	DVR - DVR8THITB	DL9A1082	
	Motorola ML900	BM211399M1554	
ks	Dell Optiplex 755	35PMFJ1	
ks	Del! Optiplex 755	J8XBLJ1	
Cotorage	HP P6-2133W	4CE2010CL8	
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# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY AND SETTLING CLAIM

WHEREAS, the City of Southaven ("City") Utility Department is presently in possession of a vehicle, 2007 Chevrolet Silverado, VIN# 1GCEC14C77513338, Title Number E551263, and mileage in the approximate amount of 4875("Vehicle"), which is inoperable due to an incident on October 21, 2014; and

WHEREAS, pursuant to Mississippi Code 17-21-21, the City has the power to file a claim for the incident as the City was not at fault; and

WHEREAS, the City Mayor and Board of Aldermen are desirous of settling the claim with Progressive Insurance in the amount of \$11,559.37 and disposing of such Vehicle to Progressive; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The claim of the City against Progressive be settled in the amount of \$11,559.37 and the salvaged portion of the Vehicle be hereby granted to Progressive Insurance Company.
- 2. The City Mayor, or his designee, is hereby authorized and directed to take all actions, including the transfer of the Vehicle, for the disposition of the Vehicle in settlement of the claim and all other actions to effectuate the intent of this Resolution.

REMAINDER OF PAGE LEFT BLANK

Motion was made by Alderman Flores and seconded by Alderman Kelly, for the adoption of the above and foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Alderman William Brooks YES

Alderman Kristian Kelly YES

Alderman Shirley Beshears YES

Alderman George Payne YES

Alderman Joel Gallagher ABSENT

Alderman Scott Ferguson YES

Alderman Raymond Flores YES

RESOLVED AND DONE, this 4TH day of November, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

# ADDITIONAL PROVISIONS TO AGREEEMENT BETWEEEN CITY OF SOUTHAVEN AND TRI FIRMA, EXCAVATORS, LLC

WHEREAS, the City of Southaven ("CITY") on July 6, 2010, awarded Tri-Firma, Excavators, LLC ("CONTRACTOR") a five (5) year contract for public works construction projects, including but not limited to underground utilities; and

WHEREAS, the services performed by CONTACTOR and prices are attached hereto as Exhibit A; and

WHERAS, CONTRACTOR agrees to proceed with each project with two (2) hours after notification from the CITY; and

Now therefore the CITY and CONTRACTOR desire to add the additional provisions to the Agreement between CITY and CONTRACTOR.

1. CONTRACTOR agrees to indemnify and hold harmless the CITY, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by CONTRACTOR, its agents, employees or temporary employees or resulting from or in conjunction with CONTRACTOR cleaning such properties for CITY. This provision of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement. CONTRACTOR shall provide Liability (personal injury and property damage) insurance, with CITY listed as an additional insured, in the minimum amount of \$1,000,000 with confirmation thereof to be delivered to CITY prior to commencement of services. All equipment shall be insured and confirmation

- provided to the CITY. This section of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.
- 2. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the CITY and the CONTRACTOR, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
- 3. CONTRACTOR acknowledges it is an independent contractor and is neither an employee of CITY nor entitled to the same or similar benefits provided to employees of CITY. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.
- 4. Either party shall have the right to terminate this Agreement upon said party giving written notice thirty (30) days in advance. CONTRACTOR agrees that this Agreement may be terminated immediately by the CITY, without notice, and without penalty or liability, in the event of default as it relates to any term of this Agreement by CONTRACTOR or substantial errors in billing by CONTRACTOR.

5. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties.

CITY OF SOUTHAVEN

MAYOR DARREN MUSSELWHITE

TRI FIRMA EXCAVATORS, LLC

LANCE SMITH

4. 2010 4:49PM No. 0619 P. 5 Board approved Centago FORM FOR PUBLIC WORKS COSTRUCTION PROJECTS, INCLUDING BUT NOT LIMITED TO UNDERGROUND UTILITIES AND RELATED TO CONSTRUCTION BY CITY (HOURLY RATE) IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS INCLUDED WITHWITH. 1/6/10 I TRI-FIRMA EXCAVATORS, LLCagree to proceed with each project within 2 HRS days after notification from the City of Southaven. (This will help determine the awarding of the bid). HOURLY RATE BIDS: (SHOULD INCLUDE OVERTIME) Or equivalent equipment shall be submitted at time of hid typed on contractor's letterhoad. \*\*The number of pieces of EQUIPMENT available will help determine the bid \*\* RATE # Available ITEM EQUIPMENT PERSONNEL 85.00 SUPERINTENDENT 1. 80.00 SURVEY CREW (THREE -3 MAN CREW) 2. 19 23.00 GENERAL LABOR 3. # Available RATE EQUIPMENT: DOZER JOHN DEERE 650J 4. 80.00 Make/model JOHN DEERE 700J 90.00 Make/model TRACKHOE JOHN DEERE 200D 110.00 3 б. Make/model TRACKHOE JOHN DEERE 240D 7. 135,00 Make/model 75.00 DUMP TRUCK (18 YD) 8. 60.00 DUMP TRUCK (15 YD) 9. 45.00 10. ROLLER 15.00 SHEEPSFOOT ROLLER 11. 75,00 12. TRENCHER 100.00 MULCHER 13. BACKHOE JOHN DEERE 310G 14. 70.00 Make/model BACKHOE JOHN DEERE 310SG 15. 70.00 Make/model

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35,00

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17.

TRACTOR KUBOTA 9540

TRACTOR JOHN DEERE 790

Make/model

Make/model

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4.	2010 4:49PM	No. 0619 P. 6
18.	TRACTOR JOHN DEERE 8410  Make/model	85.00 1 \$
19.	WATER TRUCK MACK Make/model	125.00 1
PLE CIT	ASE USE ATTACHED SHEET FOR ANY ADDITIONAL EQUIPM Y SHALL CONSIDER THIS IN AWARD OF THE BID.	IENT AND HOURLY RATE FOR SUCH,
Ī	DESCRIPTION:	
ITEN	M DESCRIPTION	RATE
20.	INSTALLATION OF 6" X 18" CONCRETE HEADER CURB	<u>s 11.00</u> L.F.
21,	INSTALLATION OF 6" X 24" CONCRETE CURB AND GUTTER	<u>\$ 12.50 L.F.</u>
22.	EROSION CONTROL (silt fence)	\$ <u>2.00</u> LF.
23.	EROSION CONTROL (hay bakes)	\$ <u>3.50</u> L.F.
24.	4" THICK SIDE WALKS IN PLACE (3,500 # MIX)	\$ <u>3.50</u> SQFT
25.	MASS CONCRETE IN PLACE (MUST INCLUDE ALL STEEL) (Retaining Walls, Box Culverts, head Walls, ETC. )	\$495.00_CY
26.	SEEDING IN PLACE	\$800.00 ACRE
27.	SOD (BERMUDA) IN PLACE	\$ 2.00 SQ YD
28,	200 LB RIP RAP IN PLACE	\$_32,00TON
29.	CR610 LIMESTONE IN PLACE	\$_24.50TON
30.	PARKING LOT STRIPING	\$ .20 L.F.
31.	MASONARY SAND, DELIVERED	\$350.00 PER LOAD
31.	CHAIN SAW	\$ 10.00 PER DAY
32.	HYDRO MULCHER	\$100.00 PER HOUR
33,	CR57 ROCK	\$ 23.50 PER TON
34.	55 TON LOWBOY TRAILER	\$ 95.00 PER HOUR
35.	BURNER	\$500.00 PER MONTH
36.	HYDRO SEEDING INSTALLED	\$990_00 PER ACRE
37.	SCOUR MATTING INSTALLED	\$200.00 PER MATT
38.	JACK HAMMER	\$ 20.00 PER HOUR

J n. 4. 2010 4:49PM

No. 0619 P. 8

#### EXTRA EQUIPMENT LIST

EQUIPMENT	RATE/PER	# Available
• DITCH WITCH TRENCHER	\$ 20.00 /HR	2
• GRAPPLE BUCKETS	\$ 10.00 /HR	4
• SOIL CONDITIONERS	\$ 15.00 /HR	2
• HEAVY BRUSH MOWER	\$ 10.00 /HR	
HYDRAULIC AUGER	\$ <u>20.00</u> /#R	1
MINI-EXCAVATOR(CAT 304.5)	\$ 50.00 /HR	2
• GEN EYE PIPE CAMERA/RECORDER	\$ <u>50.00</u> /HR	
• STREET SWEEPERS	\$60_00 /HR	
• JOHN DEERE 270D TRACKHOE	\$ <u>140.00</u> /HR	<u> </u>
• JOHN DEERE 550J DOZER	\$70_00/ <del>FIR</del>	
• CATERPILLAR 330DTRACKHOE	\$_145.00/	_1
• CATERPILIAR 297C_SKIDSTEER	\$ 70.00 /HR	3
. FILL SAND/DELIVERED	\$ 175.00 /PER LOAD	
• FILL DIRT/DELIVERED	\$ 105.00 /PER LOAD	<del></del>
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42010 4:49PM	No. 0619 P. 7
(Signature of Responsible Party)  TRI-FIRMS EX CANATONS U.C.	DATE 6-25-10
TRI-FIRMS EXCANPTONS, U.C.  (Company Name)  891 NASCO ROAD  (Address)	<del></del> -
SOTHAVEN, MS 30671 (City, State & Zip)	<del></del>
(252-393-9750 OFFICE (Phone) 901-486-4995 COLL-LANCE	
901-461-7472 CEXL - MYFIS	

ACORD	CEDTIE	CATE OF	INSURANCE	ISSUE DATE	
<u>ACORD</u> "	CERTIFI	CAILOF	INSURANCE	06/22/2010	
RODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265		upon the Cartificate	sued as a matter of information only and co Holder. This Certificate does not amend, only by the policies below.	infers no rights extend or after the	
Birmingham, AL 35202 800-476-2211		COMPANIES AFFORDING COVERAGE			
		Company QBE	Insurance Corporation		
SURED Trl-Firma Excavators, LLC		Company B			
939 Rasco Road East Southeven, MS 38671		Company C		-	
		Company D			
		Сотралу			
this is to positive that the wallston of income	nee dagedhod barain baya b	and legical to the Insi	ured named herein for the policy period indi	cated Notwithstanding	
by requirement, term or condition of cont	tract or other document with	respect to which this	certificate may be Issued or may pertain, the olicles. Limits shown may have been reduced.	e insurance afforded by	
TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABI	LITY	
GENERAL LIABILITY	ASM32348	03/24/2010	EACH OCCURRENCE	\$ 1,000,000	
Commercial General Liability	Ţ,	03/24/2011	FIRE DAMAGE	\$ 100,000	
Claims Made X Occurrence Owners' and Contractors' Protection	•		MEDICAL EXPENSE	\$ 5,000	
	<u> </u>		PERS, AND ADVERTISING INJURY	\$ 1,000,00	
			GENERAL AGGREGATE	\$ 2,000,00	
General Aggregate Limit applies per:			PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,00	
AUTOMOBILE LIABILITY	ASA32347	03/24/2010	COMBINED SINGLE LIMIT	\$ 1,000,00	
X Any Automobile	Hired Physical Damage	03/24/2011	BODILY INJURY (Per person)	\$	
All Owned Automobiles	Limit \$50,000		BODILY INJURY (Per accident)	\$	
☐ Scheduled Automobiles	HPD Comp Ded: \$100		PROPERTY DAMAGE (Per accident)	\$	
X Hired Automobiles     Non-owned Automobiles	HPD Coll Ded: \$500	-	COMPREHENSIVE		
			COLLISION	<u> </u>	
WORKERS' COMPENSATION	-	-	WC Statutory Limit Other	<u> </u>	
AND EMPLOYERS' LIABILITY	1		EL EACH ACCIDENT	\$	
·			EL DISEASE (Each employee)	\$	
			EL DISEASE (Policy Limit)	\$	
EXCESS LIABILITY			EACH OCCURRENCE	\$	
Occurrence Claims Made			AGGREGATE	\$	
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#### CITY OF SOUTHAVEN

"70p of Mississippi"
OFFICE OF THE CITY CLERK,
SHELA HEATH
CITY CLERK

July 6, 2010

To:

Mayor and Board of Alderman

From:

Sheila Heath, City Clerk

Date:

July 6, 2010

REF:

Bid: Public Works Construction Projects.

Bids were taken on Public Works Construction Projects, Including but not limited to, Underground Utilities and Related to Construction by City.

Bidders were Lamb Construction, Tri-Firma and Southern Erosion.

It is my recommendation that we accept Tri-Firma as the lowest and best bid. This bid will be for a period of 60 months. Also, this bid will be used as needed only.

If you have any questions concerning this matter, please call me at any time.

Respectfully submitted,

Sheila Heath, City Clerk

TEM#	LAMB CONSTRUCTION	TRI-FIRMA	SOUTHERN EROSION
· · · · · · · · · · · · · · · · · · ·	2 DAYS	2 HOURS	2 DAYS
1	\$75.00	<del></del>	<del></del>
2	\$130.00	/	<del></del>
3	\$22.50	<del></del>	
4	\$75.00	+/	
5	\$95.00	<del></del>	
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7	\$110.00	<del>                                     </del>	
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35	\$125.00	\$95.00	\$85.00
36	\$1,300.00		\$1,000.00
37	\$1,250.00		\$2,150.00
38	\$168.95		\$120.00
39		\$20.00	\$85.00
	\$6,700.45	\$5,072.70	\$7,175.80

#### RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: 821 Charter Oak Drive, to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, November 4, 2014, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, November 4, 2014, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board

of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: 821 Charter Oak Drive is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Brooks and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman William Brooks	YES
Alderman Kristian Kelly	YES
Alderman Shirley Beshears	YES
Alderman George Payne	YES
Alderman Joel Gallagher	ABSENT
Alderman Scott Ferguson	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 4th day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE MAYOR

ATTEST:

SHEILA HEATH CITY CLERK



# RESOLUTION OF CITY OF SOUTHAVEN AWARDING BID FOR GETWELL ROAD WIDENING

WHEREAS, the City of Southaven ("City") in conjunction with the Mississippi Department of Transportation ("MDOT") previously advertised to receive construction bids for the Getwell Road Widening Project ("Project"); and

WHEREAS, the bids were received and examined on October 30, 2014 at City Hall; and

WHEREAS, after review of the bids, Ferrell Paving, Inc. ("Ferrell") was the low bid in the amount of Six Million, Nine Hundred Twenty One Thousand Dollars Eight Hundred Sixty One Dollars and 86/100 (\$6,921,861.86); and

WHEREAS, the City notes that federal aid, via funds from the federal government, will be utilized for the Project and pursuant to 23 CFR 635, Section 635.110, a federal aid project does not require a Mississippi State Board of Contractors Certificate of Responsibility; thus, the contract and bid documents did not require a Certificate of Responsibility number for the contractor or that a Certificate of Responsibility number be written on the outside of the envelope containing the bid; and

WHEREAS, the MDOT instructions for advertising and bidding this Project noted that bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries and a license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi; and

WHEREAS, despite the fact that the Certificate of Responsibility number was not required to be provided by Ferrell on the front of the envelope provided by Ferrell containing its bid for the Project or that a Certificate of Responsibility is even required by Ferrell for this Project, Ferrell, pursuant to Mississippi Code 31-3-21, provided the numerical portion of its Mississippi Certificate of Responsibility number on the front of the envelope containing its bid and its classifications; and

#### **NOW THEREFORE**, be it resolved as follows:

1. Based on the review of the specifications whereby the City, in conjunction with MDOT, advertised for the Project, the City hereby finds that a Mississippi State Board of Contractors Certificate of Responsibility number was not required to bid on the Project or be included on the outside of the envelope containing the bid and despite this, Ferrell has a Mississippi State Board of Contractors Certificate of Responsibility number and pursuant to Mississippi Code 31-3-21, the actual numerical portion of the Mississippi State Board of Contractors Certificate of Responsibility number was included on the front of the Ferrell's envelope containing its bid, along with Ferrell's classifications and the City hereby awards the bid to Ferrell in the amount of \$6,921,861.86 for the Project.

- 2. Further the City makes the award in the amount of \$6,921,861.86 to Ferrell contingent upon MDOT concurrence.
- 3. Furthermore, as the Mississippi Supreme Court has noted when the discretion is exercised by a Board for awarding bids, the courts will not interfere. *Parker Bros. v. Crawford*, 219 Miss. 199, 209, 68 So.2d 281 (1953).
- 4. The Mayor or his designee is authorized to execute all documents and purchase orders and other documentation required in order to effectuate the intent of this Resolution. Following the reading of the foregoing Resolution, Alderman Brooks made the motion and Alderman Ferguson seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	voted:	yes
Alderman Kristian Kelly	voted:	yes
Alderman Shirley Beshears	voted:	yes
Alderman George Payne	voted:	yes
Alderman Joel Gallagher	voted:	absent
Alderman Scott Ferguson	voted:	yes
Alderman Raymond Flores	voted:	yes

RESOLVED AND DONE, this 4th day of November, 2014.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DENYING VARIANCE OF LING LINKS, LLC

WHEREAS, as part of an overall Planned Unit Development ("PUD"), the City of Southaven ("City") Design Review Board on July 10, 2001, previously approved the Apartments at Northcreek Golf Community ("Northcreek") to maintain a color scheme consisting of light buff brick and light taupe wall; and

WHEREAS, Ling Links, LLC ("Ling") altered this requirement at Northcreek and used several bright colors, which is not consistent with the previous approval of the City has noted above; and

WHEREAS, the City notified Ling of the violation via correspondence dated August 4, 2014; and

WHEREAS, by altering the coloring scheme as previously approved by the City Design Review Board, Ling has not complied with the PUD or the City Design Review Board requirements as noted above; and

WHEREAS, based on the violation, Ling had a representative appear in front of the City Board to request a variance from the color scheme requirement; and

WHEREAS, the Board heard and considered the variance request from Ling and noted City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(a), which states that "[i]n case any building or structure is.....altered...in violation of this title, the proper authorities, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land or to prevent any illegal act, conduct, business or use in or about such premises. enforce Title XIII of the City Ordinances by instituting appropriate action, including revocation of the permit to prevent;" and

WHEREAS, the Board further noted that City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c)(b) states that "any person, firm or corporation who shall knowingly and willfully violate the terms, conditions, or provisions of this title, or fails to maintain any approved plans shall be considered in violation of this title and will be subject to fines according to state law, stop work orders for development and/or a revocation of privilege licensing and certificate of occupancies;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, based on Ling's violation of the FUD and design review requirements and in consideration of the City's Code of Ordinances and applicable state law, the City hereby denies Ling's variance request; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. Based on the violation by Ling, the City Board denies the variance request.
- 2. The Board finds that the color scheme as set forth by the PUD, via the approval of the City Design Review Board on July 10, 2001 was to be light buff brick and light taupe wall and Ling violated the color scheme and must now remedy the color scheme so that the colors are consistent with the previous approved colors.
- 3. The Board finds that the colors used by Ling not only violated the PUD and City Design Review Board requirements, but also, do not protect the City's comprehensive plan by conserving and protecting property and property values in the neighborhood.
- 4. The Board, based on its authority, including, but not limited to City Code of Ordinances at Title XIII, Chapter 2, Section 13-2(c), as set forth above, and the Boards authority pursuant to Mississippi Code Ann. Sections 21-17-5 for its authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances hereby denies the variance request by Ling.
- The Board's denial of the variance by Ling is based on the presentation to the Board by Ling's representative on November 4, 2014 where the City Board considered the matter and made findings of fact. The Board notes that the standard of review in zoning cases is whether the action of the board or commission was arbitrary or capricious and whether it was supported by substantial evidence. "Thus, zoning decisions will not be set aside unless clearly shown to be arbitrary, capricious, discriminatory, illegal or without substantial evidentiary basis. There is a presumption of validity of a governing body's enactment or amendment of a zoning ordinance and the burden of proof is on the party asserting invalidity. Where the point at issue is "fairly debatable," the Courts will not disturb the zoning authority's action." Drews v. City of Hattiesburg, 904 So. 2d 138, 140 (Miss. 2005) See also Mayor & Bd. of Aldermen, City of Clinton v. Welch, 888 So. 2d 416, 419 (Miss. 2004) ("[A]ctions of a deliberative body such as the Mayor and Board of Aldermen will not be set aside unless found to be arbitrary and capricious."). The Mississippi Supreme Court has further noted that

"unlike decisions to zone or re-zone, which are legislative in nature, decisions on request for special exceptions are adjudicative, and a reviewing court subjects such decisions to the same standard as is applied to administrative agency adjudicative decisions." Therefore, any appeal of the Board's decision with regard to the denial of the variance to Ling is subject to the following standard of review: the decision of an administrative agency is not to be disturbed unless the agency order was unsupported by substantial evidence; was arbitrary or capricious; was beyond the agency's scope or powers; or violated the constitutional or statutory rights of the aggrieved party. Mayor & Bd. of Aldermen, City of Town of Prentiss v. Jefferson Davis County, 874 So. 2d 962, 964 (Miss. 2004).

Following the reading of this Resolution, it was introduced by Alderman Flores and seconded by Alderman Beshears. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Brooks yes
Alderman Kristian Kelly yes
Alderman Shirley Beshears yes
Alderman George Payne yes
Alderman Joel Gallagher absent
Alderman Scott Ferguson yes
Alderman Raymond Flores yes

**RESOLVED AND DONE** this 4th day of November, 2014.

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4<sup>th</sup> day of November, 2014.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



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Page 6 of 28			City of Southeven Claims Docket Warrant #: C-110414	Page 5 of 26			City of Southaven Claims Docket Warrant #: C-110414 & W-110414

	ENITO - 1.0.         CONSTRUCTION         SECUNDITION	100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100	Chy of Sautheren Califer Dodal         Variant C. 11944 & V-11914         Page 11 of 26           Immode E         Checket         Vendor E         Vendor E         Immode Describing         Invoice Describing         Invoice Annul           6189360114   1243   20003   eta         60 ENTERGY         1940 67X1ELNE RD W         51,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,487.62         52,48	11/14/24/2111   12/14/2   21/10/11   9/3   ENTEROY   1/22 BROOKHWENDON   12/21	Warrant C-10041     & WARDATE CHORT & WARDLE I     Vendor & Vendor & Warden Invoice Description     Invoice Description     Invoice Annual Invoice A
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Page 16 of 26			• • • •	City of Southaven Claims Docket Warrant & C-110414 & W-110414	City of South Warrant #. C-	Page 15 of 26					City of Southerven Chalms Docket Werrent # C-110414 & W 110414	City Wes
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#### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of purchasing a certain tract of real estate known as 1855 Veterans Drive, Southaven, DeSoto County, Mississippi, together with all improvements, fixtures, equipment and structures thereon (the "Property").

Thereupon Alderman Brooks offered and moved the adoption of the following resolution:

#### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO PURCHASE PROPERTY

WITEREAS, FTL Properties, LLC, a Louisiana limited liability company, ("Seller") currently owns the Property; and

WHEREAS, the City desires to buy the Property for municipal purposes; and

WHEREAS, Seller desires to sell the Property to the City for Two Hundred Ten Thousand Dollars and 00/100 (\$210,000.00); and

WHEREAS, the City, pursuant to Mississippi Code 43-37-3, obtained an appraisal for the Property and desires to purchase the Property in accordance with Mississippi Code 43-37-3(1)(c)(i); and

WHEREAS, the City, under its powers set forth in Mississippi Code 21-17-1, authorizes the purchase of the Property in the amount of \$210,000.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City approves the purchase of the Property in the amount of \$210,000.00; and

BE IT FURTHER RESOLVED, that the Mayor of the City and City Clerk are hereby authorized, in accordance with this Resolution, to enter into and execute any and all appropriate documents or contracts, and to undertake and perform any and all other necessary or appropriate action to implement this Resolution.

Errori Unknown document property name.

The foregoing Resolution was seconded by Alderman Beshears and brought to a vote as follows:

Alderman William Brooks	voted:	yes
Alderman Kristian Kelly	voted:	yes
Alderman Shirley Beshears	voted:	yes
Alderman George Payne	voted:	absent
Alderman Joel Gallagher	voted:	absent
Alderman Scott Ferguson	voted:	yes
Alderman Raymond Flores	voted:	yes

**RESOLVED AND DONE**, this 4<sup>th</sup> day of November, 2014.

Darren Musselwhite, MAYOR

ATTEST:

Sheila Heath CITY CLERK

Errori Unknown document property name.

BOB LEIGH & ASSOCIATES LLC, REALTORS

6900 Cobblestone Blvd Southaven, MS 38672 662-890-9696 (Office) 662-890-9803 (Fax)

1576 Monteith, Suite C Hernando, MS 38632 662-449-3530 (Office) 662-449-3531 (Fax)



BOB LEIGH & ASSOCIATES REALTORS OF SENATOBIA

106 North Front Street Senatobia, MS 38668 662-562-5502 (Office) 662-562-5503 (Fax)

703 A Hwy 6 East Batesville, MS 38606 662-563-7077 (Office) 662-563-7211 (Fax)

#### CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE PURCHASE AGREEMENT

IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE FROM YOUR ATTORNEY BEFORE SIGNING. THIS BECOMES A BINDING CONTRACT UPON ACCEPTANCE IN WRITING OF ALL PARTIES.

For and in consideration of the mutual promises contained herein, the undersigned Seller agrees to sell, to the undersigned Buyer, and the buyer agrees to buy, the herein described property on the terms and conditions stated herein. Both buyer and seller acknowledge that Bob Leigh & Associates LLC, REALTORS Broker is the procuring cause of this sale.

Se	ller M: KE FAYLK
Βu	yer C:Ty OF SOUTHAVEN
1	PROPERTY DESCRIPTION: Lot 13-14 Sec Subdivision F. Roll Gmm & IND. PLAZ
	PROPERTY DESCRIPTION: Lot 13-14 Sec Subdivision F: Rot Gmm J Ind. PLAZ Part Southare A, County DESATO, Mississippi, Tennessee or Arkansas and all improvements thereon known as 1855 UETERANS DR.
	along with all fixtures including but not limited to all window and floor coverings, heating and air conditioning equipment, built-in appliances, attached mirrors, barbecue grill, lighting fixtures, ceilings fans, flowers and shrubs, curtain rods and hangers, mail box, T.V. antenna and all other items permanently attached, unless expressly excluded herein.
2.	Purchase Price & Method Of Payment: \$ Z/0,000.00
	Payable as follows:
	A. Cash Payment at closing (Cash, Certified, or Cashiers Check)  subject to adjustments and prorations  \$\frac{210,000.00}{}{}
	B. Buyers shall qualify for a new loan described below in the amount of \$ for years at market interest rate. FHA VA CONV OTHER This purchase agreement is conditioned upon buyer's ability to qualify and obtain a new loan.
	C. Seller shall owner finance for buyer \$ amortized for years at the annual
	interest rate of, with Principal and interest payments being approximately \$ per month. Mortgage Payment begins on and continues consecutively.
	D. Buyers shall assume existing loan below with an approximate balance of \$
	mortgage with, Loan #, Int. Rate% Type Approximate Monthly Note Sales price remains constant (), Equity Remains
	Approximate Monthly Note Sales price remains constant (), Equity Remains
	Constant (), Current Loan is qualifying (), Current Loan is Non-Qualifying ().
	E. Other
l	

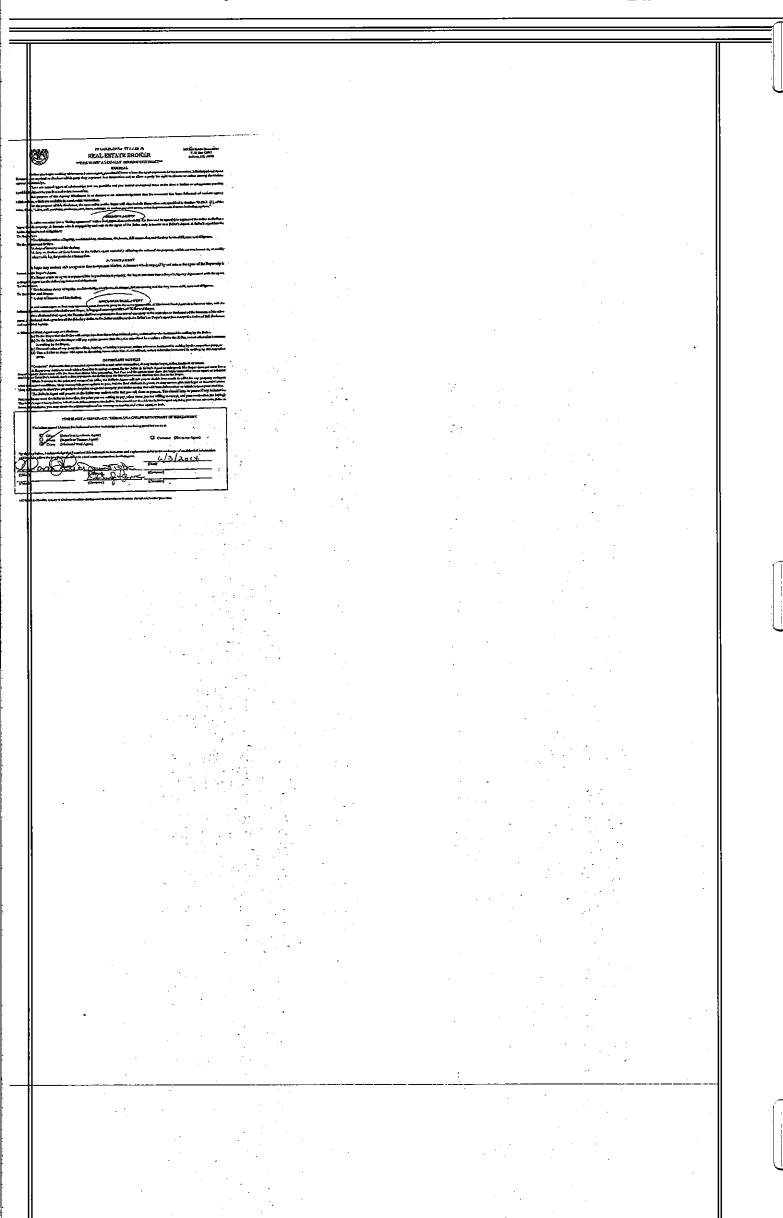
PRIVACY ACT: A, PURCHASERS: Signature of Purchasers on this contract is authorization for (Mortgage Co.) processing a loan application for the
consummation of this transaction to release to agents or brokers involved in this transaction all information requested pertaining to the status of that loan application and credit worthiness of the purchaser. B, SELLERS: Signature of Sellers on this contract is authorization of any mortgage secured by this property to release all information concerning that mortgage to Brokers and Agents involved in this transaction.
CERTAIN COSTS Paid By: Buyers = (B) or SELLERS = (S) as outlined below:  EACH PARTY TO PAY WILLS NG CEST, Discount Points paid by Not to exceed %, Appraisal , Attorney , Survey , Tax Service and/or Underwriting fee , Loan Origination Fee , Loan Transfer Fee , Loan Title Insurance , VA Funding Fee
NEW LOAN: Seller to pay prorated portion of Buyers note from closing until possession. The rental rate is based on the BUYERS actual new monthly payment (/) divided by 30 days (x) times the number of days from closing until possession. Rental fee is fordays as outlined in paragraph B below.
Seller agrees to have rental payments withheld from proceeds of sale.
Assumption: Seller to Pay (Month/Year) and all previous payments and buyers to pay (Month/Year) all subsequent payments. If possession is not given at closing Buyer(s) (or) Seller(s) will pay rent (in case of delayed possession) to Buyer(s) (or) Seller (s) at a rate of \$ per day for days, totaling \$ This amount will be paid at closing.
TAXES: Taxes for the current year to be proratedor assumed by Purchaser. Sellers to provide proof of Homestead Exemption filed, or pay excess taxes for current year, due to Homestead Exemption not being filed.
EARNEST MONEY: Buyer herewith tenders a deposit check \$ 1000.00 as earnest money which shall apply on purchase price or closing cost if buyer's offer is accepted. The sum shall be deposited with BBB Leath ABB Leath A

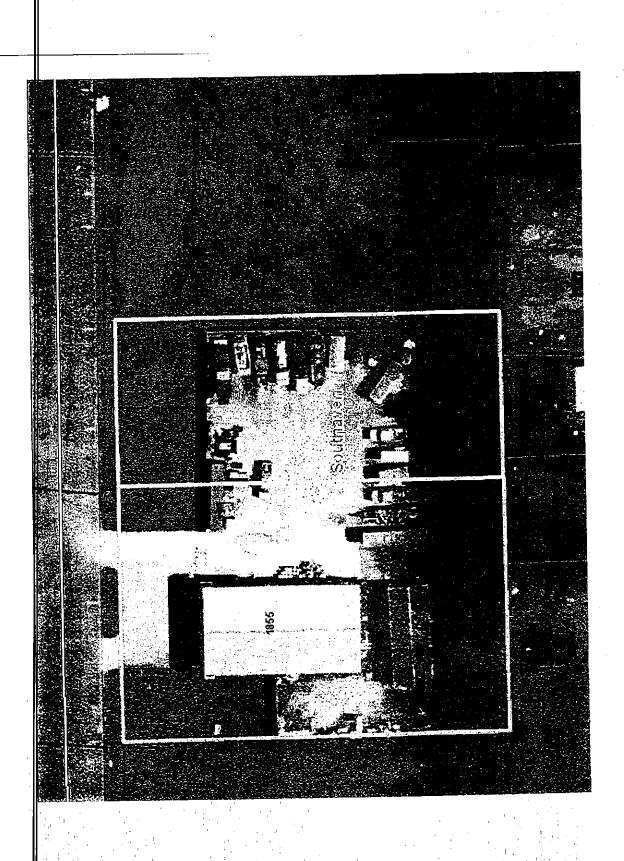
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8.	A. CLOSING DATE: On or before 11 / 28 / 2014. Possession shall take place on AT / at A.M./ P.M. It is the responsibility of the Buyer(s) to have all of the utilities turned on in Buyer's name on possession date. It is the Seller's responsibility to notify the utility companies that the property has been sold, and of a tentative turn off or reading date in order that the Buyer can arrange to have utilities set up in Buyers name by the possession date.  B. Closing Agency / Attorney for Buyer C. Closing Agency / Attorney for Seller D. Title Company
1	, ·
9.	SELLERS ESCROW DEPOSITS, If any, shall be current and (a)returned to seller, (b) Assumed by Buyer, taxes, insurance, and mortgage insurance, prorated as of closing date. If escrow deposits are purchased by Buyer, upon audit, any escrow shortages to be paid by Seller. Buyers must contact Insurance Agent prior to Closing. The Insurability of the buyers through the existing insurance agency is strictly between buyers and insurance agency. In the event additional premium would be due, the buyer agrees to pay additional premium. If buyer can not assume sellers Homeowners insurance, buyer shall pay for their own insurance policy through the company of their choice, with information being provided to the closing attorney prior to closing. Buyer is aware that if additional homeowners' premium is due, the mortgage payment will adjust accordingly.
10.	NEW LOAN (Amendatory Clause) Buyers and Sellers agree to complete the current Lender required Amendatory Clause Statement that upon signatures becomes a part to this sales contract. Amendatory Clause Statements require the property to appraise for at least the sales price, or the buyers may at buyers option, declare this contract void. Sellers may also declare this contract void if the appraised price is less than the sales price or the buyers are not willing to pay difference. In either case, the Buyer(s) will not forfeit their earnest money and will receive a full refund of earnest money should this contract become null and void due to a differential in appraisal price. Sellers are bound by their written sales price even if appraisal price is higher than the sales price. If there is no amendatory clause with a specific loan, propertyisis not contingent upon the appraisal value of either equaling or exceeding the agreed to purchase price. If appraisal value equals or exceeds purchase price, this contingency is satisfied. Seller is bound by written purchase price even if appraisal is higher than purchase price.
11.	SPECIAL PROVISIONS:
	SOLD AS IS WHERE IS"
12.	TITLE AND CONVEYANCE: Conveyance shall be made to Buyers by Warranty Deed, conveying merchantable Title, subject to government regulations, recorded restrictions and easements, if any, which do not materially affect the value of the property. Previous owners could have or possibly still own some mineral rights to this property, therefore all mineral rights this seller owns are included in this sale unless otherwise specified. Should title examination reveal defect, Sellers obligate them selves to cure the same as expeditiously as possible. If defects have not been cured within 30 days of seller being informed of defects discovery, Buyers may declare this contract null and void.
	SURVIVAL OF CONTRACT: All express representations, warranties, and covenants contained herein shall survive delivery of the deed except where herein specified to the contrary. All other contractual obligations shall terminate with closing.  Purchaser Seller shall furnish and pay for within 7
14	. WOOD INFESTATION REPORT: (check box) Purchaser Seller shall furnish and pay for, within 7 days before closing approved FHA/VA Wood Destroying Report from a licensed termite company indicating that subject property shows no evidence of termite or other wood destroying insect infestation. If such infestation exists,
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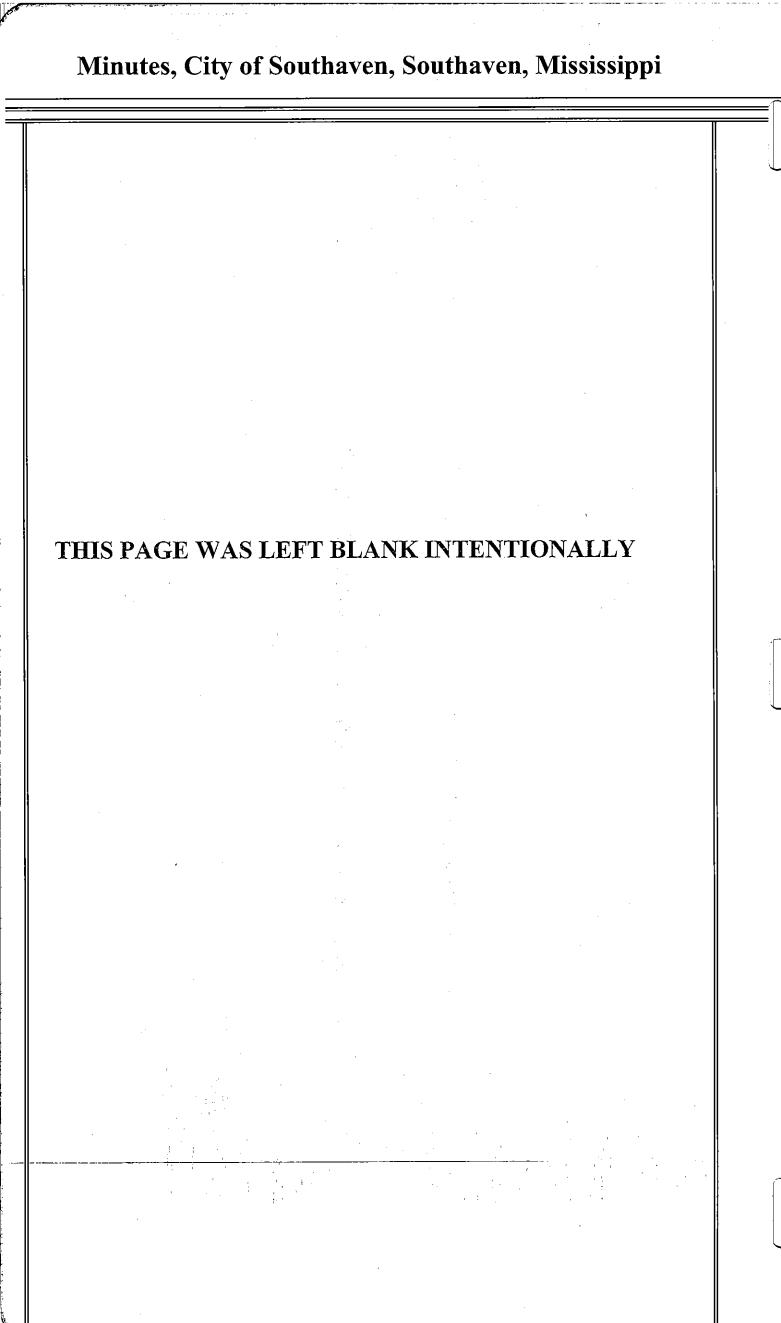
	seller shall furnish warranty of approved treatment and correct any structural damage caused by such infestation, or, if cost of said repairs are prohibitive to seller, or if purchaser deems damage unacceptable, the contract can be declared null and void and earnest money shall be refunded. Parties acknowledge that listing and selling broker(s)), lender, and attorney(s) have relied solely on the termite report at closing. In the event damage is found, the purchaser(s) release the listing and selling broker(s), lenders, and attorney(s) from any liability. By initialing below, both purchaser and seller acknowledge that the broker(s) did not recommend any pest control company, in any way warrant the inspection or treatment made by the company, and are in no way responsible for termite damage.
	Purchaser's Initials/ Seller's Initials/
5.	SURVEY AND FLOOD CERTIFICATIONS: Survey and flood certifications are the best way to identify boundary lines / encroachments / easements / or property in a flood zone area. It is the buyers responsibility to choose if they want or do not want a survey. Buyer agrees to hold broker and agents harmless if they choose not to get a survey and a discrepancy arises after closing of the transaction.
6.	ACCELERATION (DUE ON SALE) CLAUSES: If the note and/or deed of trust mortgage on any existing Loan contains an acceleration (due on sale) clause; the lender may demand full payment of the entire loan balance as a result of this transfer. Both parties acknowledge that they are not relying on any representation of the other party or broker with respect to the existence or enforceability of such a provision in existing notes and/or deeds of trust or mortgages, or balloon notes or any other notes and/or deeds of trust mortgages to be executed in according with this agreement. Both parties have been advised by broker to seek legal advice from their attorneys with respect to acceleration clauses.
7.	OPTIONAL WARRANTY: A one year buyer protection plan will not be provided at the time of conveyance. Cost of \$ to be borne by: Seller Buyer N/A Plan Carrier  Terms and details of these plans are provided by the plan carrier including the deductible amount. Compensation for this plan may be received by the listing agency and agent (OR) the selling agency and agent paid directly by the Plan Carrier. Seller to provide 1 year builder warranty and/or 2/10 warranty at seller's expense.
8.	MECHANICAL EQUIPMENT AND BUILT-IN APPLIANCES: Seller represents that all heating and air-conditioning equipment, plumbing, electrical system, gas system, and built-in appliances are in good working order and in a good state of repair, or will be before closing or possession. Seller is responsible for condition of mechanical equipment described in this paragraph and built-in appliances until possession is given to buyer. It is the seller's responsibility to provide a key to all exterior door locks and deadbolts. It is the sellers responsibility to have all utilities turned on in order for a buyer or buyers inspector to do any and all inspections.
<b>)</b> .	CONDITION OF PROPERTY AND ACCEPTANCE: The property is being purchased "as is" and "where is" with the exception of matters addressed in this paragraph and paragraph 18. Seller agrees to complete and provide to buyer a copy of SELLER'S DISCLOSURE STATEMENT, required by state law. Buyer shall give timely written notice to seller through the closing attorney or agent, of any reasonable repairs which may be needed, in order that seller shall have a reasonable opportunity to do so before closing, or without substantial delay to the closing. If the cost of making necessary repairs excluding repairs to equipment and appliances under paragraph 18, shall exceed the sum \$\( \)
	. 4

20.	DAMAGE BY FIRE, ETC.: This contract is further conditioned upon delivery of the improvements in their present condition and in the event of material damage by fire or otherwise, before closing, buyer may declare the contract void and shall be entitled to the return of his earnest money, or buyer may elect to complete the transaction in accordance with this contract provided the property is restored by seller at seller's expense prior to closing of the sale.
21.	RESPONSIBILITY OF BROKER: No agent or representative of broker shall have any power to make any representations as to the property or any statement, unless and except fully embodied herein in writing. This contract shall impose no obligations on broker to perform any act or thing other than herein set forth. Broker assumes no responsibility for the performance of this contract by either party, or for the condition of the subject property.
22.	AGREEMENT OF PARTIES: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or the sales representative/broker bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to end bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
23.	PROFESSIONAL FEES AND REPRESENTATION: It is hereby agreed and understood that the following state the representatives of all parties concerned:
	The listing agency/broker represents the interest of theSellerBuyerboth Seller and Buyer.  The selling agency/broker represents the interest of theSellerBuyerBoth the seller and the buyer.
	The professional fees will be paid as follows:
	6 % of the sales price will be paid to Bob LE: 9 H HOLD ASSAC by the Buyer.
	% of the sales price will be paid to by the Seller Buyer.
	In the event of default, the defaulting party may be held liable to broker(s) for damages, including commission and expenses. In the event the broker(s) prevails in a legal action to collect said damages, the defaulting party shall be additionally liable to broker(s) for reasonable cost of broker's attorney fees. This agreement shall not limit the rights of broker provided for in any listing or other agreement which may be in effect between seller and broker except that the total amount of commission collected shall be specified as above.
24.	DISCLOSURE TO PURCHASER: The undersigned broker and all salespersons affiliated with undersigned broker (and the listing broker and all salespersons affiliated with the listing broker, in the event the cooperative or seller broker and listing broker are not the same) are agents to their prospective parties as outlined in paragraph 23 above. If the purchaser does not have representation and considers it necessary, the purchaser can obtain agency representation of a lawyer or a real estate broker or both. Buyer hereby acknowledges receipt of a duplicate original hereof.
25.	EQUAL HOUSING OPPORTUNITY: We do business in accordance with the Federal Fair Housing Law (Section 809, Title VIII). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental housing or residential lots, in advertising the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, or in blockbusting.
26.	LEAD-BASED PAINT: Parties are aware the age of this property might make it suspect that "Lead Based Paint" might have been used in accordance with "HUD" and "EPA" final rulings as set forth in 61 Federal Regulation 9064 (March 6, 1996) and in compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of
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1992 (Title X of the Housing and Cor	nmunity Developm	ent Act of 1992, P.L. 102-550),	the seller does give notice
the purchaser that purchaser has ten (	10) days to conduc	t the Risk Assessment of Inspec	tion as provided therein a
has provided all available records or	reports pertaining t	hereto. Purchaser, by initialing b	elow, acknowledges rece
of the "Lead Based Paint" pamphlet re	equired by HUD an	d EPA.	
Purchaser's Initials			
ATTACHMENTS:			•
ATTACHMENTS.			
Seller Disclosure	Yes No	Right of Refusal	Yes No
Inspection Addendum	Yes No	Owner Finance Addendum	Yes No
Agency Disclosure	Yes No	Lead Based Paint Disclosure	Yes No
Dual Agency Confirmation	Yes No	Possession Agreement	Yes No
Broker/Owner Disclosure	Yes No	Other	Yes No
Mandatory Arbitration Agreement	Yes No	FHA Addendum	Yes No
Property Issues Addendum	Yes No		_ <del>_</del>
. ADDENDUM: Attached addendum o	onsisting of	exhibits numbering	pages are part of this
agreement and are incorporated herein	by the reference.	<del></del>	
			•
		•	
OFF THE ALLE THE ALLE THE	mento.	20111	
Offer made this 5th day of No City Southaun	State	William Time	9:00 (A.M./P.M.
· <del></del>		<del></del>	
This offer expires on 11 105114	Time 5200	A.M./F.M.)	
This circle against on 1/1/19/19/19	1-4/		
Buyer Davon Min	Buver		
. ( -			<del></del>
Offer accepted this day of _ City		. 2011	
City	State	. Time	A.M./P.M.
	, 0 10.14		<del></del>
Counteroffer expires on//	Time	A.M./P.M.	•
Counterories expires on			
Seller	Seller		
Subject to clearance of any check, bro	ker acknowledges	receipt of the above mentioned ea	arnest money and holds
same in trust subject to the terms of the		·	
•			
			e e
	:	. 0	
AD GE: Alt + ABSOC		tu Times	
aD CE: 1+ + A 650 c ling Agency and Broker		Selling Agent SAMI	<u> </u>
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SAME		SAME	<del></del>
ting Agency and Broker		isting Agent	ı
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#### RESOLUTION OF CITY OF SOUTHAVEN TO CLOSE AND VACATE A PORTION OF PLUM POINT ROAD

The Mayor and Board of Aldermen of the City of Southaven, Mississippi ("City") took up for consideration the matter of Plum Point Road.

Thereupon, Alderman \_\_\_\_\_\_ offered and moved the adoption of the following resolution:

#### A RESOLUTION TO CLOSE AND VACATE A PORTION OF PLUM POINT ROAD

**WHEREAS**, pursuant to Mississippi Code Section 21-37-3, the City has full jurisdiction over all streets and roads located within the City; and

**WHEREAS**, Plum Point Road is located within the City as depicted in Book 663, Page 466 (Plum Pt Villages Sec. C), Book 517, Page 39 (Stonecreek Phase A) and Book 320, Page589 (Southaven Community Church) all filed with the Desoto County Chancery Clerk and shown as dedicated for the public use; and

**WHEREAS**, pursuant to Miss. Code Section 21-37-7, the governing authorities of the City have the power to close and vacate any street or portion thereof; and

**WHEREAS**, the closing of the portion, as set forth below, of Plum Point Road will serve the public interest and good by assisting with the elimination of drainage issues in the surrounding area and reducing traffic and speeding of drivers as was noted by area residents during the public hearings; thereby, providing safety for the surrounding residents and children; and

**WHEREAS**, despite the fact no public hearing is required (*see Hopkins v. City of Mendenhall*, 116 So. 3d 166 (Miss. Ct. App., January 29, 2013), the City posted notices near the portion of Plum Point Road to be closed, announced the intent to close the road at the November 4, 2014 City Board Meeting and held public hearings for public comment on November 4, 2014 and November 18, 2014, at the City Board meeting; and

**WHEREAS**, the City has conducted traffic studies which show the benefit of closing the road and that the closing will not create issues for traffic flow in the area and the City has worked with its emergency personnel and the closure will not affect response times; and

#### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. That the portion, which encompasses the bridge on Plum Point Road, as depicted in Book and Page as set forth above, was dedicated for the public use.

SECTION 2. The City hereby closes and vacates the portion of Plum Point Road, which primarily encompasses the bridge and more particularly described as follows:

That part of the existing City of Southaven, MS, R.O.W. of Plum Point Avenue located in the SW 1/4 of Section 6, Township 2 South, Range 7 West that crosses "Lateral D" of Horn Lake Creek being further described as follows:

Beginning at a point on the northern R.O.W. of Plum Point Avenue, also being the southeastern corner Stone Creek Subdivision phase A of Plum Point Villages Planned Unit Development recorded in Deed Book 517, Page 39 referencing Plat Book 52, Page 35 in the Chancery Clerk's Office of DeSoto County, Mississippi. Thence, southerly a distance of approximately 68' crossing Plum Point Avenue to a point on the southern R.O.W. of Plum Point Avenue, also being the northeast corner of Lot 3 P.P.V. church site #1 (Deed Book 320, Page 589 referencing Plat Book 51, Page 14). Thence, westerly a distance of approximately 130' along the southern R.O.W. of Plum Point Avenue to a point, also being the northwest corner of Lot 3 P.P.V. church site #1. Thence, northerly a distance of approximately 68' crossing Plum Point Avenue to a point on the northern R.O.W. of Plum Point Avenue. Thence, easterly a distance of approximately 130' along the northern R.O.W. of Plum Point Avenue to the point of beginning, containing 0.22 acres more or less.

SECTION 3. The governing authorities of the City hereby find that the abutting property owners will sustain no damage due to the closure and vacation of said drive but instead will benefit from said closing and vacation as the closing of the portion of the Plum Point Road will assist with the elimination of drainage issues in the surrounding area and reduce traffic and vehicles which are traveling in excess of the posted speed limit; thereby, providing safety for the surrounding residents and children. Further, the governing authorities of the City of hereby find that said closure and vacation is in the public interest and for the public benefit.

SECTION 4. That this Resolution shall become effective and be in full force from and after being certified by the City Clerk and signed by the Mayor.

Aldermanvote thereupon was as follows:	seconded the motion to adopt t	he foregoing Resolution, and the
Alderman William Brook	voted:	
Alderman Kristian Kelly	voted:	
Alderman Shirley Beshea	rs voted:	
Alderman George Payne	voted:	
Alderman Joel Gallagher	voted:	
Alderman Scott Ferguson	· · · · · · · · · · · · · · · · · · ·	
Alderman Raymond Flore		

RESOLVED AND DONE, this 18th of	day of November, 2014.
	DADDEN MUSSEL WHITE MAYOR
ATTEST:	DARREN MUSSELWHITE, MAYOR
CITY CLERK	_

#### THIRD AMENDMENT TO LEASE BETWEEN ATHLETIC HOUSE (F/K/A SMITH AND BRUMLEY) AND THE CITY OF SOUTHAVEN

This Amendment is made and entered into this \_\_\_\_ day of November, 2014, by and between The City of Southaven, "City" and Athletic House (F/K/A Smith and Brumley), "Athletic."

#### WITNESSETH:

WHEREAS, City and Athletic previously entered a Lease on July 3, 2013 for property located at 3335 Pine Tar Alley, Southaven, Mississippi; and

WHEREAS, City and Athletic previously entered into an Amended Lease on July 1, 2014 for the property set forth above; and

WHEREAS, City and Athletic previously entered into an Amended Lease on September 2, 2014; and

WHEREAS, Athletic was previously known as Smith Brumley; and

WHEREAS, parties desire to amend and renew the Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The parties desire to amend the rental amount paid by Athletic for the property at 3335 Pine Tar Alley as set forth below:

JANUARY -\$1000.00 FEBUARY -\$2100.00 MARCH -\$3100.00 APRIL -\$3100.00 MAY -\$2100.00 JUNE -\$3100.00 JULY -\$2100.00 AUGUST -\$1000.00 SEPTEMBER. - \$1000.00

OCTOBER - \$500.00

NOVEMBER -. \$500.00

#### DECEMBER \$200.00

- 2. With the exception of the amended rental amount as set forth above, the parties agree to renew the Lease until December 31, 2015 upon the same terms as set forth in the Original Lease on July 3, 2013 and Amended Lease on July 1, 2014 and September 2, 2014.
- 3. Athletic, as the successor entity to Smith Brumley, agrees to it is bound by the same terms as Smith Brumley as set forth in the Original Lease on July 3, 2013 and Amended Lease on July 1, 2014 and September 2, 2014.

WITNESS OUR SIGNATURES, on this, th	neday of November, 2014.
	CITY OF SOUTHAVEN, MISSISSIPPI
	BY: DARREN MUSSELWHITE MAYOR
	SMITH AND BRUMLEY
	BY: DOUG MORGAN

**PRESIDENT** 

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF EMERGENCY EXPENDITURE

**WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-1(f) and Mississippi Code 31-7-13(k) desired to maintain the immediate preservation of order and public health by repairing a sewer line; and

**WHEREAS**, the sewer line had broken and was not able to continue to serve its intended purpose and created other potential issues for the City; and

**WHEREAS**, the repair of the sewer line was necessary for the continued treatment of sewer and for the immediate preservation of public health.

#### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

CITY CLERK

# RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI RATIFYING EMERGENCY REPAIRS AND EXPENDITURES FOR TCHULAHOMA ROAD

- **WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-1(f) and Mississippi Code 31-7-13(k) desires to maintain the immediate preservation, safety, repair and peace for those traveling the City's streets; and
- **WHEREAS**, pursuant to Mississippi Code Section 21-37-3, the City has a duty to maintain and repair streets; and
- **WHEREAS**, the City experienced emergency flooding on September 11, 2014, which caused issues for the City's streets and drainage; and
- **WHEREAS**, the City previously operated under an emergency proclamation from the September 11 flooding and applied for emergency funding for repairs; and
- **WHEREAS**, the City, in conjunction with NRCS, reviewed Tchulahoma Road for emergency conditions and the City, in conjunction with NRCS, found that an emergency existed in locations at Tchulahoma Road as erosion resulting from the floods was severely affecting the stability and integrity of the street; and
- **WHEREAS,** NRCS has provided federal emergency funds based on NRCS review of the circumstances and the condition of the Tchulahoma Road; and
- **WHEREAS,** delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City based on the condition of the Tchulahoma Road and the federal emergency funding and stipulations provided by NRCS; and
- **WHEREAS**, due to the emergency situation, emergency federal funding and circumstances, the Mayor has executed an MOU with NRCS and other contracts with contractors to repair Tchulahoma Road; and

#### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

- **SECTION 1.** Pursuant to Mississippi Code 31-7-1(f) and Mississippi Code 31-7-13(k), the City Board ratifies the MOU, contracts and expenditures for the emergency repairs at Tchulahoma Road as such emergency was declared by the City in conjunction with NRCS and emergency federal funding was provided.
- **SECTION 2.** The Mayor or his designee is authorized now and in the future to sign any and all documents and to take any and all action required to receive the federal emergency funding for the Tchulahoma Road project.
- **SECTION 3.** On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resoluti	ion, Alderman made the motion to		
adopt the Resolution and Alderman			
Mayor put the question to a roll call vote and the	<u>-</u>		
• • •			
Alderman William Brooks	voted: yes		
Alderman Kristian Kelly	voted: absent		
Alderman Shirley Beshears	voted: yes		
Alderman George Payne	voted: yes		
Alderman Joel Gallagher	voted: yes		
Alderman Scott Ferguson	voted: yes		
Alderman Raymond Flores	voted: yes		
RESOLVED AND DONE, this 18th day of November 2014.			
	DARREN MUSSELWHITE, MAYOR		
ATTEST:			
CITY CLERK			

# 8. Resolution to Clean Private Property

# 9. Planning Agenda

# 10. Mayor's Report

# 11.Citizen's Agenda

#### **Personnel Docket**

November 18, 2014

Payroll Additions	Position	Department	Start Date	Rate of Pay
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Payroll Adjustments	<b>Previous Classification</b>	New Classification	Effective Date	Proposed Rate of Pay
Diana Partain	Dispatcher I	Dispatcher II	November 18, 2014	\$19.30
Tim Rowland	Fire Inspector II	Fire Inspector III	November 18, 2014	\$22.76
Employee Name	Department	Action Taken	Effective Date	With/Without Pay

Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Kalon Hailey	Crossing Guard	Police - 211	September 19, 2014	\$9.00
Larry Maddox	Crossing Guard	Police - 211	November 10, 2014	\$9.00

### 13. City Attorney's Legal Update

# 14.Old Business



#### The City of Southaven Docket Recap November 18, 2014

General Fund		484,934.66
Balance Sheet	1,255.70	
Mayor Admin	126.43	
Arts And Cultural Affairs	1,964.71	
Court	134,348.58	
Finance & Administration	34.61	
Information Technology	12,103.84	
City Clerk	1,677.95	
Planning & Engineering	9,471.82	
Police	63,927.64	
Fire	17,254.32	
Fire Prevention	164.00	
EMS	31,250.86	
Public Works	10,435.82	
Streets	-	
Parks	27,231.20	
Park Tournaments	21.30	
Code Enforcement	2,241.08	
City Fuel	34,277.04	
Expense Accounts	107,189.70	
Administrative Expenses	770.00	
Litigation	29,188.06	
Liability Insurance	-	
Professional Dues	-	
Bond Funded CAP Proj		3,225.00
Tourist & Convention		61,182.72
Debt Service		9,108.04
Utility Fund		456,679.23
Sanitation Fund		34,377.72
DOCKET TOTAL		1,049,507.37



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

P 1 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	РО	YEAR/	PR	TYP S			WARRANT	CHECK	DESCRIPTION
111 0010-100-111-00-610400- 007600 OFFICE DEPOT	MA 737544335001	YOR ADMIN	DEPARTMENT OFFICE SU 2015	2	INV A	A	31.49	C-111814		PRINTER INK/RECEPTI
0010-100-111-00-625700- 001095 VERIZON WIRELESS	9734834059		TELEPHONE 2015	& 2	POSTAC INV 1		40.01	C-111814		10-4/11-3-14 PHONE
0010-100-111-00-626900- 001092 MATTHEW BENDER & CO.	64474275			TRA 2	AINING INV A	A.		C-111814		MS CODE COURT RULES
			ACCOUN		OTAL		54.93 126.43			
120 0010-400-120-00-622100- 004489 JOHNSON CINDY	82-14	TS AND CUI	TURAL AFFAI PROFESSIO 2015	NAL 2	INV A			C-111814		AEROBIC CLASS
005044 LOWE'S HOME CENTERS, 006685 MID SOUTH DIGITAL	902340 472671		2015 2015	2	INV A			C-111814 C-111814		SUPPLIES SENIOR SERVICES
013370 MARY J. CAIN	24-14		2015		INV A			C-111814		LINE DANCE CLASSES
015915 WISEMAN CYNTHIA  016884 MCARTHUR MARGARET 016884 MCARTHUR MARGARET 016884 MCARTHUR MARGARET 016884 MCARTHUR MARGARET	100-14 153-14 154-14 155-14 156-14		2015 2015	2 2 2 2	INV A I VNI I VNI I VNI	A A A	105.00 105.00 105.00	C-111814 C-111814 C-111814 C-111814 C-111814		AEROBICS CLASS ART CLASS ART CLASS ART CLASS ART INSTRUCTOR
017200 SMITH JOYCE W 017200 SMITH JOYCE W	122-14 123-14		2015 2015	2 2			25.00	C-111814 C-111814		YOGA CLASSES YOGA CLASS
017272 PERKINS WENDY	2514		2015	2	INV A	A	180.00	C-111814		AEROBICS INSTRUCTOR
018047 ROBBINS JANICE	10-14		2015	2	INV A	A	120.00	C-111814		YOGA INSTRUCTOR
021019 CAIN LINDA A	38-14				INV A			C-111814		LINE DANCE CLASS
021382 PETTY CASH	102714				INV I	A		C-111814		PETTY CASH - PARKS
			ACCOUN	ТТ	CTAL		1,964.71			



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 p 2 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR,	PR TYP S	N	VARRANT	СНЕСК	DESCRIPTION
		ORG 120	TOTAL	1,964.71			
125	COUR	T DEPARTMENT					
0010-100-125-00-621500- 022542 MBASSE ISSA	110414	COURT BON 2015	ND REFUND 2 INV A	992.00	C-111814		CASH BOND REFUND
022543 MICHAEL AARON M	110514	2015	2 INV A	750.00	C-111814		CASH BOND REFUND
022546 RICHARDSON WILLIE S	103014	2015	2 INV A	626.00	C-111814		CASH BOND REFUND
022619 ESCOBAR ELIZABETH	11614	2015	2 INV A	242.00	C-111814		CASH BOND REFUND
		ACCOUN	NT TOTAL	2,610.00			
0010-100-125-00-621501- 000955 STATE TREASURER	110314	COURT FIN 2015		119,407.04	C-111814		MONTHLY STATE ASSES
000962 CRIME STOPPERS	110314	2015	2 INV A	2,129.02	C-111814		MONTHLY CRIMESTOPPE
000963 DEPT OF PUBLIC SAFET	110314	2015	2 INV A	8,623.36	C-111814		MONTHLY I.W.R.C.P.
		ACCOUN	NT TOTAL	130,159.42			
0010-100-125-00-621505-		COURT SUI	PPLIES				
000585 BETTER MARKETING KON	131915	2015		125.00	C-111814		LABELS FOR TRAFFIC
006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	472668 472669 472819			7.23	C-111814 C-111814 C-111814		A2761 COPIER - COUR A2762 COPIER A4675 COPIER - COUR
				176.63			
007600 OFFICE DEPOT 007600 OFFICE DEPOT 007600 OFFICE DEPOT	1727625359 737914389001 737914494001	2015 2015 2015	2 INV A	9.57	C-111814 C-111814 C-111814		WALL CALENDAR CLEANING WAND FOR C TONER CARTRIDGE
			-	91.49			
013136 AT&T	280836771114	2015	2 INV A	231.04	C-111814		PHONE SERVICES - CO
014117 MADISON SIGNS	10381	2015	2 INV A	455.00	C-111814		CONTINUANCE FORMS/B
		ACCOUN	NT TOTAL	1,079.16			
0010-100-125-00-622100- 022541 PICKETT MARY ANNE	110514		ONAL SERVICES 2 INV A	300.00	C-111814		NOV 5, 2014 SPECIAL
022621 TREADWAY CRAIG	11714	2015	2 INV A	200.00	C-111814		NOV 7, 2014 SPECIAL
		ACCOUN	NT TOTAL	500.00			
		ORG 125	TOTAL	134,348.58			



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
145 0010-100-145-00-625700- 001137 FEDEX	DEPAR. 2-828-81187	TMENT OF FINANCE & ADMIN TELEPHONE & POSTAGE 2015 2 INV A	34.61 C-111814	4 SHIPPING COST
		ACCOUNT TOTAL	34.61	
		ORG 145 TOTAL	34.61	
150 0010-100-150-00-610400- 003626 LIBERTEL ASSOCIATES	INFOR! 201258	MATION TECHNOLOGY OFFICE SUPPLIES 2015 2 INV A	195.78 C-111814	4 HEADSET FOR DISPATO
006685 MID SOUTH DIGITAL	472721	2015 2 INV A	1.68 C-111816	
007600 OFFICE DEPOT 007600 OFFICE DEPOT	1729429940 736922473002	2015 2 INV A 2015 2 INV A	280.76 C-111814 299.89 C-111814	4 DISPATCH TRAINING S
		•	580.65	
		ACCOUNT TOTAL	778.11	
0010-100-150-00-610500- 000739 CDW GOVERNMENT INC	QH20125	COMPUTERS 2015 2 INV A	235.11 C-111814	4 ADOBE/DISPATCH ADMI
007600 OFFICE DEPOT	1728592028	2015 2 INV A	68.58 C-111814	4 IT SUPPLIES
008309 PRIORITY DISPATCH	106021	2015 2 INV A	234.00 C-111814	ANNUAL MAINT. ESP C
017424 BLEWCOMM INC	10-2014-04	2015 2 INV A	1,648.00 C-111814	4 NETWORK CONNECTIONS
		ACCOUNT TOTAL	2,185.69	
0010-100-150-00-610550- 005890 TIME WARNER TELECOM	6603025	NETWORK CONNECTIVIT 2015 2 INV A	Y 5,626.16 C-111814	4 INTERNET & NETWORK
014581 ELECTRONIC VAULTING	A211160	2015 2 INV A	1,900.00 C-111814	4 OFF SITE STORAGE
		ACCOUNT TOTAL	7,526.16	
0010-100-150-00-612500- 006877 TACTGEAR INC	4263	UNIFORMS 2015 2 INV A	120.94 C-11181	A. RUSHING 2015 ALL
A		ACCOUNT TOTAL	120.94	
0010-100-150-00-614000- 006919 FUELMAN 006919 FUELMAN	NP42707569 NP42765839	GASOLINE/OIL 2015 2 INV A 2015 2 INV A	80.45 C-111814 173.46 C-111814	10-27/11-2-14 FUEL- 1TEC FUEL
			253.91	
		ACCOUNT TOTAL	253.91	



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE PO	YEAR/PR TYP S	WARRANT CHECK	DESCRIPTION
0010-100-150-00-622100- 018276 CLIFFORD T FREEMAN	2014-10-2201	PROFESSIONAL FEES 2015 2 INV A	1,000.00 C-111814	PRE-EMPLOYMENT POLY
		ACCOUNT TOTAL	1,000.00	
0010-100-150-00-625700- 001095 VERIZON WIRELESS	9734834059	TELEPHONE/POSTAGE 2015 2 INV A	120.03 C-111814	10-4/11-3-14 PHONE
		ACCOUNT TOTAL	120.03	
0010-100-150-00-626900- 000151 APCO INTERNATIONAL I	277752	TRAVEL & TRAINING 2015 2 INV A	69.00 C-111814	ANNUAL MEMBERSHIP
020015 NENA	300018247	2015 2 INV A	50.00 C-111814	MEMBERSHIP /D ROSEN
		ACCOUNT TOTAL	119.00	
		ORG 150 TOTAL	12,103.84	
155 0010-100-155-00-610400- 019739 STAPLES ADVANTAGE 019739 STAPLES ADVANTAGE	CITY CLERK 3246977423 3246977424	OFFICE SUPPLIES 2015 2 INV A 2015 2 INV A	15.88 C-111814 34.19 C-111814	OFFICE SUPPLIES OFFICE SUPPLIES
			50.07	
		ACCOUNT TOTAL	50.07	
0010-100-155-00-610401- 007600 OFFICE DEPOT	737544335001	OFFICE SUPPLY-INVENTORY 2015 2 INV A	213.76 C-111814	PRINTER INK/RECEPTI
		ACCOUNT TOTAL	213.76	
0010-100-155-00-625700- 000166 AT&T	030381481114	TELEPHONE & POSTAGE 2015 2 INV A	415.64 C-111814	PHONE SERVICE - CIT
001095 VERIZON WIRELESS	9734834059	2015 2 INV A	40.01 C-111814	10-4/11-3-14 PHONE
018521 SOUTHERN TELECOMMUNI	102814	2015 2 INV A	285.84 C-111814	PHONE SERVICES - AL
		ACCOUNT TOTAL	741.49	
0010-100-155-00-626100- 001185 DESOTO TIMES-TRIBUNE 001185 DESOTO TIMES-TRIBUNE		ADVERTISING 2015 2 INV A 2015 2 INV A	145.62 C-111814 30.60 C-111814	SWINNEA RD NTP:UNIFORMS SPD
			176.22	
001426 CLARION LEDGER, THE	4769499	2015 2 INV A	166.44 C-111814	GETWELL RD PROJECT
		ACCOUNT TOTAL	342.66	



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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR/	PR TYP S	7	WARRANT	СНЕСК	DESCRIPTION
0010-100-155-00-626900- 015264 HOLIDAY INN TRUSTMAR	119493		TRAVEL & 2015	TRAINING 2 INV A	329.97	C-111814	Į.	D. KELLEY-MMC CLERK
			ACCOUN	TOTAL	329.97			
	•	(	ORG 155	TOTAL	1,677.95			
180 0010-100-180-00-610400- 007600 OFFICE DEPOT 007600 OFFICE DEPOT 007600 OFFICE DEPOT	PI 1728312326 1728323142 737155737001	ANNING / EN	OFFICE SU	IPPLIES 2 INV A 2 CRM A	-108.85	C-111814 C-111814 C-111814	l	TONER TONER RETURN PRINTER INK/ENGINEE
					97.04			
			ACCOUN	TOTAL	97.04			
0010-100-180-00-611000- 006917 THE SHOP	2230		MATERIALS 2015	2 INV A	360.00	C-11181	ŀ	PLUM ST CLOSURE SIG
			ACCOUN	TOTAL	360.00			
0010-100-180-00-612500- 000983 PARAMOUNT UNIFORMS R 000983 PARAMOUNT UNIFORMS R 000983 PARAMOUNT UNIFORMS R 000983 PARAMOUNT UNIFORMS R	0261623 262017		UNIFORMS 2015 2015 2015 2015	2 INV A 2 INV A 2 INV A 2 INV A	14.99 6.53	C-111814 C-111814 C-111814	<u>l</u> l	UNIFORMS UNIFORMS UNIFORMS/BLDG UNIFORM SERVICE - B
					43.04			
			ACCOUN	IT TOTAL	43.04			
0010-100-180-00-622100- 006685 MID SOUTH DIGITAL	472719		PROFESSIO 2015	NAL FEES 2 INV A	9.95	C-11181	ı	BUILDING DEPT - PRO
018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC	41104 41105 41110		2015 2015 2015	2 INV A 2 INV A 2 INV A	236.08 4,355.70 4,330.00	C-111814 C-111814 C-111814	<u>l</u>	FINAL INS STATELINE MDOT BIKE TRAIL 10/ 10/31/14 CARRIAGE H
				<del></del>	8,921.78			
			ACCOUN	T TOTAL	8,931.73			
0010-100-180-00-625700- 001095 VERIZON WIRELESS	9734834059		TELEPHONE 2015	E/POSTAGE 2 INV A	40.01	C-11181	Į.	10-4/11-3-14 PHONE
			ACCOUN	T TOTAL	40.01			
		(	ORG 180	TOTAL	9,471.82			



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR,	/PR	TYP S		WARRANT	CHECK	DESCRIPTION
211 0010-200-211-00-610400- 007600 OFFICE DEPOT 007600 OFFICE DEPOT	PO 736610784001 736832430001		2	LIES INV A INV A		C-111814 C-111814		CHAIR MATS - 3 OFFI PAPER
					471.27	•		
		ACCOUN	1T J	TOTAL	471.27			
0010-200-211-00-611000- 000185 BROWNELL'S INC	10606180	MATERIALS 2015		INV A	342.70	C-111814	Į.	GLOCK MAG ROUNDS
000584 MID SOUTH UNIFORM & 000584 MID SOUTH UNIFORM &		2015 2015	2			C-111814 C-111814		COOKE, JACOB VEST RYAN, NATHAN VEST
					1,064.00	•		
000949 INTEGRATED COMMUNICA	5685	2015	2	INV A	413.89	C-111814	Į	RADIO EQUIPMENT NEW
001102 SOUTHAVEN SUPPLY 001102 SOUTHAVEN SUPPLY	143180 143217	2015 2015		INV A INV A		C-111814 C-111814		KEYS - NEGOTIATIONS WASP & HORNET SPRAY
					25,30			
005044 LOWE'S HOME CENTERS,	920836	2015	2	INV A	146.76	C-111814	Į.	SUPPLIES
012445 ACCURATE LAW ENFOR	652B	2015	2	INV A	163,99	C-111814	ŀ	K. GOFF CARRIER
013650 BATTERIES PLUS	374-259932	2015	2	INV A	312.89	C-111814	L	AA/AAA/3VL/AAL
022519 HAPPYGLO CO	HG-246120	15000038 2015	2	INV A	588.00	C-111814	Į	GLOW STICKS - SWAT
		ACCOU	1T T	<b>FOTAL</b>	3,057.53			
0010-200-211-00-611300- 000407 BILL FOWLER'S BODYWO 000407 BILL FOWLER'S BODYWO		MAINTENA 15000044 2015 2015	2			C-111814 C-111814		UNIT #3041 - REPAIR 2776-REPAIRS
					4,387.15	•		
000836 COUNTRY FORD INC 000836 COUNTRY FORD INC	215342 298217 298219 298259 298277 298411	2015 2015 2015 2015 2015 2015 2015	2 2 2 2	INV A INV A INV A	479.52 1,162.67 40.95 255.11 46.51	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		LIFT ASSY. VIN #2690-MODULE & 3029-PUMP ASSY AND 3123-O/C 3029-STARTER 3116-O/C
					2,059.12			
001114 UNION AUTO PARTS	258418	2015	2	A VMI	40.09	C-111814		3086-PADS



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	YEAR,	/PERIOD: 2015/1 TO 20 F/VENDOR	015/2 INVOICE	PO	YEAR/	PR '	TYP	s		WARRANT	СНЕСК	DESCRIPTION
· 0	001962 001962 001962 001962 001962	IDEAL TIRE SALES	447368 447391 447514 447547 447602 447623 447640		2015 2015 2015 2015	2 2 2 2 2 2 2 2	INV VNI VNI VNI VNI	A A A A	76.00 27.00 38.00 74.99 17.50	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814	1 1 1 1 1	3086-BRAKE SERVICE 3008-MT & BAL 3067-FLAT REPAIR 3003-MT & BAL 3098-FILTER, FLUIDS 3002-FLAT REPAIR 3119-MT & BAL ALIGN
									478.40	)		
0	006706 006706 006706	LANDERS DODGE LANDERS DODGE LANDERS DODGE LANDERS DODGE LANDERS DODGE LANDERS DODGE	179972 180320 180550 180781 180825 180833		2015 2015 2015	2 2 2 2 2 2	VNI VNI VNI VNI VNI VNI	A A A	299.56 36.45 173.6 36.45	6 C-111814 6 C-111814 7 C-111814 7 C-111814 6 C-111814	1 1 1	3095-ALIGNMENT, BRA 3098-HEADLAMP WIRIN 3044-O/C 3095-PWR STEERING F 3106-O/C 3045-BRAKE PADS
								-	1,643.59	5		
C	07304	O'REILLYS AUTO PARTS	1791-316663		2015	2	INV	Α	5.19	9 C-111814	1	TRANSMISSION FLUID
		GOODYEAR TIRE GOODYEAR TIRE	41134651 41150511		2015 2015	2	INV VNI			5 C-111814 3 C-111814		TIRES - STATE CONTR TIRES - STATE CONTR
								-	2,652.04	1		
					ACCOUN'	ГΤ	OTAL		11,265.56	1		
		-211-00-612200-	1079 0	MA	NTENANO	CE :	EQUI	PME	NT & BUILD	0 0 11101	1	EAST - SMOROWSKI
		SHERWIN WILLIAMS SOU								C-111814		
(	08566	HERNANDO GLASS CO	110714		2015					1 C-111814	Ł	K. SANDERS OFFICE
					ACCOUN'	r r	OTAL		310.93	3		
		-211-00-612500- GALL'S INC	BC0110922	UNI	FORMS 2015	2	INV	Α	144.50	C-11181	4	PERKINS, WAYNE 2015
C	000387	SHAPIRO UNIFORMS	471377		2015	2	INV	Α	499.90	C-11181	1	PARDUE, JIMMY 2015
C	002496	LITTLE MARK	111214		2015	2	INV	Α	160.48	3 C-111814	4	2015 CLOTHING ALLOT
C	11109	SHEPPARD, LANCE	110714		2015	2	INV	A	600.00	C-11181	4	2015 REIMB. FOR CLO
0	012445 012445 012445	ACCURATE LAW ENFOR	6542 6543 6544 6545 6550		2015 2015 2015	2 2 2 2 2	VNI VNI VNI VNI	A A A	14.99 14.99 112.98 14.99	3 C-111814 9 C-111814 9 C-111814 3 C-111814 9 C-111814	1 1 1	SHINGLES, DAVE NH A KETCHUM, JESSE NH A S. SNOW NH ALLOT E. JAMES 2015 ALLOT VANDERFORD, HAL N/H
									271.93	3		



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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR/F	R ?	TYP S			WARRANT	CHECK	DESCRIPTION
015398 GIFFORD BLAKE	110714		2015	2	INV	A	232.82	C-111814		2015 CLOTHING ALLOT
015399 BRYANT KENNETH	111314		2015	2	INV	A	600.00	C-111814		2015 REIMB. CLOTHIN
021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS	68341 68343 68345			2 2 2	INV INV	A	491.17	C-111814 C-111814 C-111814		E. JAMES 2015 ALLOT J. JAPFE 2015 ALLOT R. CHANDLER 2015 AL
							913.00			
		I	CCOUNT	T(	OTAL		3,422.63			
0010-200-211-00-614000- 006919 FUELMAN 006919 FUELMAN	NP42614182 NP42714024		& OII 2015 2015	2			6,225.17	C-111814 C-111814		FUEL FOR SPD FUEL FOR SPD
							11,823.80			
		P	CCOUNT	' T(	OTAL		11,823.80			
0010-200-211-00-615500- 000964 DESOTO COUNTY SHERIF 000964 DESOTO COUNTY SHERIF	110714 110714B	JAII	FEES 2015 2015	2 2	INV	A A	12,325.00 102.00	C-111814 C-111814		INMATE HOUSING FOR INMATE MEDICAL AND
							12,427.00			
		P	CCOUNT	T	OTAL		12,427.00			
0010-200-211-00-622100- 000949 INTEGRATED COMMUNICA	. 30523		ESSION 2015				1,860.00	C-111814		NOV. 2014 MO. SVC.
006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	472670 472753 472785 472886 472898 473132 473205		2015 2015 2015 2015 2015	2	INV VNI	A A A A	252.19 649.35 5.79 149.84 36.32	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		COPIER A1364 COPIER A3957 A1282-RECORDS COPIER A4738 COPIER G5401 P1015-P1016 SM PRIN COPIER A1060
							1,377.30			
014326 INFORMATION INFORM	COZF1227890		2015	2	INV	A	224.00	C-111814		OCT 2014 NCIC SUPPO
019546 MEMPHIS VET 019546 MEMPHIS VET	114380 279		2015 2015	2 2	VNI			C-111814 C-111814		REX - MEDS REX - DENTAL
							1,345.37			
021625 AMERICAN TESTING LLC	655		2015	2	INV	A	85.00	C-111814		B/A DRAW J.D. MYERS
		P	CCOUNT	T(	OTAL		4,891.67			



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/PR TYP	s ,	WARRANT CHECK	DESCRIPTION
0010-200-211-00-625700- 001095 VERIZON WIRELESS	9734834059	TELEPHONE & POS' 2015 2 IN		C-111814	10-4/11-3-14 PHONE
018521 SOUTHERN TELECOMMUNI	102814	2015 2 IN	V A 597.77	C-111814	PHONE SERVICES - AL
019948 CRITICAL ALERT	720950415	2015 2 IN	V A 641.80	C-111814	PAGERS AT SPD
		ACCOUNT TOTA	L 2,418.00		
0010-200-211-00-626000- 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY	109997221114 109997241114 168329411114 16837831114 168380051114 176235701114 176247431114 850563981114	2015 2 IN 2015 2 IN 2015 2 IN 2015 2 IN 2015 2 IN	V A 19.32 V A 18.63 V A 19.76 V A 19.76 V A 23.70 V A 23.61	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814	2009 STAR LANDING R 165 STAR LANDING RD 5140 TCHULAHOMA RD 3005 COLLEGE RD 4830 AIRWAYS BLVD 6052 ELMORE CD SIRE 6200 GETWELL CD SIR 750 BROOKSIDE RD
001145 ATMOS ENERGY	301711681114	2015 2 IN		C-111814	8691 NORTHWEST DR
OUTITS AIMOD BABAGI	301/11001114	ACCOUNT TOTA	•	CILIDIA	SOJI NORIHWEBI DR
0010-200-211-00-626102- 005044 LOWE'S HOME CENTERS,	910967	PUBLIC RELATION 2015 2 IN	S	C-111814	SUPPLIES
		ACCOUNT TOTA	L 61.71		
0010-200-211-00-626500- 020454 DIRECTFX	M3530	PRINTING 2015 2 IN ACCOUNT TOTA		C-111814	ANDERSON/FOSHEE
0010-200-211-00-626900- 000487 INTERNATIONAL ASSOCI 000487 INTERNATIONAL ASSOCI		TRAVEL & TRAINII 2015 2 IN 2015 2 IN	NG V A 80.00	C-111814 C-111814	ROSENBERG, BRYAN PRUETT, GARY
			160.00		
001092 MATTHEW BENDER & CO.	6447335X	2015 2 IN	V A 54.93	C-111814	MS CODE COURT RULES
001391 DPS LAW ENFORCEMENT	90007731	2015 2 IN	V A 2,700.00	C-111814	BOND/JAFFE/PARDUE R
007897 RON SMITH & ASSOC IN	120814-12111	2015 2 IN	V A 500.00	C-111814	ROSENBERG - REGISTR
		ACCOUNT TOTAL	L 3,414.93		
0010-200-211-00-630400- 000669 CAMPER CITY USA INC	684688	MACHINERY & EQU 15000035 2015 2 IN	IPMENT V A 4,435.00	C-111814	CRIME SCENE UNIT #3



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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	РО	YEAR/PI	R TY	P S		WARRANT	CHECK	DESCRIPTION
007600 OFFICE DEPOT	736610640001		2015	2 1	NV A	1,086.33	C-111814		DESKS - 3 OFFICES
016712 GRENADA GOLD	201403509	15000032	2015	2 I	NV A	4,090.00	C-111814		PISTOLS FOR NEW HIR
			ACCOUNT	TOT	AL	9,611.33			
		ORG 2	11	TOT	AL	63,680.06			
290 0010-200-290-00-610400- 000189 HOMER SKELTON FORD	6008710	FIRE DEPARTMENT OFF	FICE SUPPLEMENT STATES			290.00	C-111814		U-3 REAR HEAT
019739 STAPLES ADVANTAGE 019739 STAPLES ADVANTAGE 019739 STAPLES ADVANTAGE 019739 STAPLES ADVANTAGE 019739 STAPLES ADVANTAGE	3246977411 3246977418 3246977428 3246977430 3246977431		2015	2 I 2 I 2 I	NV A NV A NV A NV A	347.81 35.18 23.97	C-111814 C-111814 C-111814 C-111814 C-111814		INK FOR 200-WHITE ADMIN SUPPLIES BINDERS FOR ADMIN FLASH DRIVES 201 THORNTON INK
			ACCOUNT	тот	'AL	1,078.92			
0010-200-290-00-611000- 005044 LOWE'S HOME CENTERS,	902183 902603 902863 908795 909543 909565 912434 912873	МАТ	2015 2 2015 2 2015 2 2015 2 2015 2	2 I 2 I 2 I 2 I 2 I 2 I 2 I 2 I	NV A NV A NV A NV A NV A NV A NV A NV A	66.79 39.72 5.20 114.20 8.53 166.26 332.40 105.68 111.30	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		SUPPLIES
000004 0100000000 01000	1055 15505		0015			1,043.18			20000000000000000000000000000000000000
007304 O'REILLYS AUTO PARTS			2015		A VN		C-111814		ABSORBENT OIL DRY
007600 OFFICE DEPOT	1726524745		2015			•	C-111814		CHAIRS FOR STATIONS
			ACCOUNT			1,936.56			
0010-200-290-00-611300- 000691 NORTH MISSISSIPPI TI	60166	MAI	NTENANCI 2015	E VE 2 I	NV A	417.36	C-111814		#293 EXPLORER/TIRES
000836 COUNTRY FORD INC 000836 COUNTRY FORD INC	298583 298900		2015 2 2015 2		NV A		C-111814 C-111814		#293 EXPLORER/OIL C BATTALION-1 BATTERY
000883 AMERICAN TIRE REPAIR 000883 AMERICAN TIRE REPAIR			2015 2 2015 2		NV A	35.00	C-111814 C-111814		E-7/FLAT TIRE #293 EXPLORER/MT &



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR,	PR TYP S		WARRANT C	HBCK DESCRIPTION
			_	135.00		
007304 O'REILLYS AUTO PARTS 007304 O'REILLYS AUTO PARTS	1257-175468 1791-317279	2015 2015	2 INV A 2 INV A		C-111814 C-111814	LIGHTS TRUCK #3 SUPPLIES
			_	32.03		
020832 EMERGENCY EQUIPMENT 020832 EMERGENCY EQUIPMENT	412259 412386	2015 2015	2 INV A 2 INV A	87.14 110.51	C-111814 C-111814	LED FLASHERS E-4 HANDLE FOR INTA
				197.65		
		ACCOU	NT TOTAL	1,098.18	-	
0010-200-290-00-612200- 000615 PAYNES LOCKSMITH SER	7653	MAINTENA) 2015	NCE EQUIPMENT 2 INV A	r & BUILD 936.12	C-111814	STATION 2-DOOR PANI
000650 G & W DIESEL SERVICE	114180	2015	2 INV A	75.04	C-111814	HOMMATRO HOSE CLAMP
		ACCOU	NT TOTAL	1,011.16		
0010-200-290-00-612500- 000387 SHAPIRO UNIFORMS 000387 SHAPIRO UNIFORMS	471409 471410	UNIFORMS 2015 2015	2 INV A 2 INV A	20.90 28.95	C-111814 C-111814	BLANN PROMOTIONAL B HONOR GUARD POLO
			_	49.85		
		ACCOU	NT TOTAL	49.85		
0010-200-290-00-614000- 006919 FUELMAN	NP42614205	FUEL & 03 2015		96.57	C-111814	10-20/10-26-14 FUEL
017201 BEST-WADE PETROLEUM 017201 BEST-WADE PETROLEUM 017201 BEST-WADE PETROLEUM	2032315 2032316 2032317	15000047 2015 15000047 2015 15000047 2015	2 INV A	1,336.28	C-111814 C-111814 C-111814	DIESEL FUEL FOR FIR DIESEL FUEL FOR FIR DIESEL FUEL FOR FIR
	•		_	4,394.87		
020843 TESS COMPANY	342488	2015	2 INV A	11.50	C-111814	OXYGEN FUEL SURCHAR
		ACCOU	NT TOTAL	4,502.94		
0010-200-290-00-622100- 004781 FAMILY MEDICAL CLINI 004781 FAMILY MEDICAL CLINI 004781 FAMILY MEDICAL CLINI 004781 FAMILY MEDICAL CLINI 004781 FAMILY MEDICAL CLINI	127721 24304 27016	2015 2015 2015 2015	2 INV A	120.00 120.00 57.00 20.00	C-111814 C-111814 C-111814 C-111814 C-111814	#3048,35103 SHOTS 28585,28504/SHOTS TB SHOTS TB SHOTS TB SHOTS



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YEAR/PERIOD: 2015/1 TO ACCOUNT/VENDOR	2015/2 INVOICE	90	YBAR/PR	TYP S		WARRANT	СНЕСК	DESCRIPTION
			ACCOUNT	TOTAL	437.00	)		
0010-200-290-00-625700- 000166 AT&T	102114		TELEPHONE & 2015 2	POSTAGE INV A	100.66	1 C-111814	1	ADMIN & STATION 4 P
001095 VERIZON WIRELESS	9734834059		2015 2	INV A	805.22	2 C-111814	<u>1</u>	10-4/11-3-14 PHONE
001137 FEDEX	2-835-88027		2015 2	INV A	45.79	C-111814	1	SHIPPING CHARGES FO
001167 AT&T MOBILITY 001167 AT&T MOBILITY	9X11112014 X11112014		2015 2 2015 2	INV A INV A		5 C-111814 2 C-111814		CELL PHONES WI-FI
					1,581.87	7		
018521 SOUTHERN TELECOMMUN	I 102814		2015 2	INV A	222.54	C-111814	1	PHONE SERVICES - AL
019948 CRITICAL ALERT	720950653		2015 2	INV A	166.19	C-111814	1	CANCELLATION OF PAG
			ACCOUNT	TOTAL	2,922.25	ŝ		
0010-200-290-00-626000- 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY	150210741114 153749521114 794016671114		UTILITIES 2015 2 2015 2 2015 2	INV A	952.19	5 C-111814 9 C-111814 1 C-111814	1	6450 GETWELL RD 6050 ELMORE RD 7980 SWINNEA RD
					2,917.36	5		
			ACCOUNT	TOTAL	2,917.36	5		
0010-200-290-00-626700- 006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	472674-1 472755-1		RENTALS 2015 2 2015 2	INV A INV A		2 C-111814 5 C-111814		A1776-STATION 3 COP A4872-ADMIN COPIER
					241.18	3		
020843 TESS COMPANY 020843 TESS COMPANY	342510 342766		2015 2 2015 2	INV A INV A		C-111814 C-111814		OXYGEN OXYGEN
					84.90	5		
			ACCOUNT	TOTAL	326.08	3		
0010-200-290-00-626900- 014007 CUNNINGHAM ALAN	11614		TRAVEL & TR 2015 2		151.70	C-111814	l	MSFA/DRIVER OPERATO
018524 GRANT VOLNER 018524 GRANT VOLNER	103014 11714		2015 2 2015 2			C-111814 C-111814		MSFA/MEALS MSFA/MEALS REIMBURS
					151.94	_		,
019098 WALKER CHAD 019098 WALKER CHAD	103014 11914		2015 2 2015 2			l C-111814 l C-111814		STATE FIRE ACADEMY- MSFA/MEALS REIMBURS



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295 0010-200-295-00-626900- 001449 GENTRY JAMES S 1  297 0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6 000335 MOORE MEDICAL CORP 9 000344 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6	15/2 INVOICE	PO YEAR	PR TYP S	WARRANT	CHECK DESCRIPTION
295 0010-200-295-00-626900- 001449 GENTRY JAMES S 1.  297 0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6 000335 MOORE MEDICAL CORP 9 005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5. 017988 SOUTHEASTERN EMERG 5. 018534 ARROW INTERNATIONAL 9. 021392 MERCURY MEDICAL 6.			-	149.58	
295 0010-200-295-00-626900- 001449 GENTRY JAMES S 1.  297 0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6 000335 MOORE MEDICAL CORP 9 005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5. 017988 SOUTHEASTERN EMERG 5. 018534 ARROW INTERNATIONAL 9. 021392 MERCURY MEDICAL 6.		ACCOL	NT TOTAL	453.22	
0010-200-295-00-626900- 001449 GENTRY JAMES S 1  297  0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6	9580884279		RY & EQUIPMENT 2 INV A	520.80 C-111814	EBOLA HAZ-MAT SUIT
0010-200-295-00-626900- 001449 GENTRY JAMES S 1  297  0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6		ACCOU	NT TOTAL	520.80	
0010-200-295-00-626900- 001449 GENTRY JAMES S 1  297  0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6		ORG 290	TOTAL	17,254.32	
0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6	103114		TRAINING 2 INV A	164.00 C-111814	MS FIRE INVESTIGATO
0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6		ACCOU	NT TOTAL	164.00	
0010-200-297-00-610701- 000189 HOMER SKELTON FORD 6  000335 MOORE MEDICAL CORP 9  005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 017988 SOUTHEASTERN EMERG 5 018534 ARROW INTERNATIONAL 9 021392 MERCURY MEDICAL 6		ORG 295	TOTAL	164.00	,
000335 MOORE MEDICAL CORP 000335 MOORE MEDICAL CORP 000335 MOORE MEDICAL CORP 9 005044 LOWE'S HOME CENTERS, 9 017988 SOUTHEASTERN EMERG 017988 SOUTHEASTERN EMERG 017988 SOUTHEASTERN EMERG 018534 ARROW INTERNATIONAL 021392 MERCURY MEDICAL	6006498		SUPPLIES 2 INV A	468.70 C-111814	U-2 RADIATOR LEAK
017988 SOUTHEASTERN EMERG 5.5. 017988 SOUTHEASTERN EMERG 5.5. 018534 ARROW INTERNATIONAL 9. 021392 MERCURY MEDICAL 6.	98259542I 98419018I 98421138I 98423214I	2015 2015 2015 2015 15000043 2015	2 INV A 2 INV A	726.59 C-111814 161.33 C-111814 281.43 C-111814 1,643.50 C-111814	GLUCAGEN-MED SUPPLI MEDICAL SUPPLIES EPI-MEDICAL SUPPLIE MEDICAL SUPPLIES
017988 SOUTHEASTERN EMERG 5.5. 017988 SOUTHEASTERN EMERG 5.5. 018534 ARROW INTERNATIONAL 9. 021392 MERCURY MEDICAL 6.				2,812.85	
017988 SOUTHEASTERN EMERG 5.  018534 ARROW INTERNATIONAL 9.  021392 MERCURY MEDICAL 6.	910480	2015	2 INV A	41.78 C-111814	SUPPLIES
021392 MERCURY MEDICAL 6	550940 552630	2015 15000045 2015		1,769.34 C-111814 519.03 C-111814	AMBULANCE CHILD RES
021392 MERCURY MEDICAL 6				2,288.37	
	92641748	2015	2 INV A	1,108.86 C-111814	EZ-10 NEEDLES/MEDIC
022074 LAERDAL 2.	675556	15000008 2015	2 INV A	1,159.59 C-111814	MEDICAL SUPPLIES
	2578405	2015	2 INV A	92.34 C-111814	AIR PUMP FOR TRAINI
		ACCOU	NT TOTAL	7,972.49	
	6006634 60096191-1	2015	H REPAIRS/MAINT 2 INV A 2 INV A	736.73 C-111814 439.90 C-111814	U-2 COOLANT LEAK U-1/BATTERIES
				1,176.63	



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR/P	R :	ryp g	l	·	WARRANT	СНЕСК	DESCRIPTION
000650 G & W DIESEL SERVICE	310716		2015	2	INV	A	215.00	C-111814		U-1 WIG-WAG REPAIRS
000691 NORTH MISSISSIPPI TI	60167		2015	2	INV	Α	225.08	C-111814		U-1/TIRES
000883 AMERICAN TIRE REPAIR	119087		2015	2	INV	A	50.00	C-111814		U-1/TIRE MT & DISMO
		A	CCOUNT	T	JATC		1,666.71			
0010-200-297-00-612200- 006438 MED TECH MEDICAL SER	9898		TENANC 2015				& BUILD 80.90	C-111814		STRETCHER REPAIR
015430 ZOLL MEDICAL CORPORA	90013692	15000058	2015	2	INA	A	6,175.00	C-111814		EXTENDED WARRANTY P
		A	CCOUNT	T	JATC		6,255.90			
0010-200-297-00-620901- 018772 MEDICAL ACCOUNTS REC	64099-IN		ING SE 2015			A	5,771.01	C-111814		OCOTBER 2014 EMS BI
019311 CREDIT BUREAU SYSTEM	307400000079		2015	2	INV	A	1,115.00	C-111814		OCTOBER 2014/EMS CO
020964 CIGNA 020964 CIGNA	U04193696 U3819714301		2015 2015	2 2	INA			C-111814 C-111814		EMS BILLING REFUND/ EMS BILLING REFUND/
							762.11			
022280 UNITED OF OMAHA	53863289		2015	2	INV	A	200.10	C-111814		EMS BILLING REFUND/
022625 STROUD FIRM	2234SHF1		2015	2	INV	A	164.66	C-111814		EMS BILLING REFUND/
022626 HOWELL JUDY W	1403030510		2015	2	INA	Α	37.50	C-111814		EMS BILLING REFUND/
		A	CCOUNT	T	JATC		8,050.38			
0010-200-297-00-622100- 012561 EMERGENCY MEDICAL RE 012561 EMERGENCY MEDICAL RE			ESSION 2015 2015	2	INV	Α		C-111814 C-111814		OCOTBER MED CONTROL SEPTEMBER MED CONTR
						•	3,000.00			•
		A	CCOUNT	T	JATC		3,000.00			
0010-200-297-00-626900- 001136 NWCC-SENATOBIA	FALL129569		EL & T 2015				1,275.00	C-111814		A MCELHANNON TUITIO
		A	.CCOUNT	T	JATC		1,275.00			
0010-200-297-00-630400- 022074 LAERDAL 022074 LAERDAL	2577726 2578056		INERY . 2015 2015	2	INV	Α	2,918.38	C-111814 C-111814		TRAINING ARM FOR IV DEFIB TRAINING CABL
							3,030.38			



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 15 apinvgla

YEAR/PERIOD: 2015/1 TO ACCOUNT/VENDOR	2015/2 INVOICE	PO YEAR/	PR	TYP S	· · · · · · · · · · · · · · · · · · ·	WARRANT	CHECK	DESCRIPTION
-		ACCOUN	T I	l'OT'AL	3,030.38			
		ORG 297	7	COTAL	31,250.86			
311 0010-300-311-00-611000- 000354 METER SERVICE AND S		UBLIC WORKS DEPARTMENT MATERIALS 2015		INV A	642.50	C-11181	4	MATERIALS
000663 BULLFROG AMOCO	5739923	2015	2	INV A	80.00	C-11181	4	MATERIALS FOR EQUIP
000759 LEHMAN ROBERTS CO 000759 LEHMAN ROBERTS CO 000759 LEHMAN ROBERTS CO	28075 28135 28162	2015 2015 2015	2 2 2			C-11181 C-11181 C-11181	4	MATERIALS MATERIALS MATERIALS
				_	2,489.64			
000761 MEMPHIS STONE	48250	15000036 2015	2	INV A	2,741.76	C-11181	4	Clay Gravel
008159 MEMPHIS READY MIX 008159 MEMPHIS READY MIX	178626 178656		2 2	INV A INV A	504.00 244.00	C-11181 C-11181	4 4	REGULAR ROCK/CALCIU REGULAR ROCK
				-	748.00			
		ACCOUN	T T	TOTAL	6,701.90			
0010-300-311-00-611300- 000457 GRAINGER	9577756373	MAINTENAN 2015				C-11181	4	MAT./EQUIP FOR SHOP
001130 G & C SUPPLY CO	6557079	2015	2	INV A	956.37	C-11181	4	MATERIALS FOR SHOP
007304 O'REILLYS AUTO PAR 007304 O'REILLYS AUTO PAR	IS 1257-175832 IS 1257-175991 IS 1257-176993 IS 1257-176044 IS 1257-176056 IS 1257-176086	2015 2015 2015 2015 2015	2 2 2 2 2 2	INV A CRM A INV A INV A INV A	-132.72 8.86 -8.86 166.97 60.15 41.24 125.14	C-11181 C-11181 C-11181 C-11181 C-11181 C-11181 C-11181 C-11181 C-11181	4 4 4 4 4 4	STARTER STARTER AIR BRK FTG AIR BRK FTG WATER PUMP,OIL PAN IGN SWITCH IGN SWITCH,WIRE TER TIE ROD ENDS WATER PUMP,OIL PAN
				_	287.28			
016158 CENTRAL BATTERY	32820	2015	2	INV A	150.00	C-11181	4	BATTERIES/SHOP
017201 BEST-WADE PETROLEUM	4 430700	2015	2	INV A	598.87	C-11181	4	MATERIALS FOR SHOP
		ACCOUN	T I	TOTAL	2,094.52			
0010-300-311-00-612200- 000224 HERNANDO EQUIPMENT 000224 HERNANDO EQUIPMENT 000224 HERNANDO EQUIPMENT	56872 56873 56963	2015 2015	2	EQUIPMEN INV A INV A INV A	T & BUILD 66.00 66.08	C-11181 C-11181 C-11181	4	CHAINS/SHARPEN CHAIN WRENCHES/ROPE



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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/	PR TYP S	WA	RRANT	CHECK	DESCRIPTION
				147.93			
		ACCOUN	T TOTAL	147.93			
0010-300-311-00-612500- 000983 PARAMOUNT UNIFORMS R 000983 PARAMOUNT UNIFORMS R		UNIFORMS 2015 2015	2 INV A 2 INV A	98.92 C 98.92 C			UNIFORMS UNIFORMS
				197.84			
·		ACCOUN	T TOTAL	197.84			
0010-300-311-00-622100- 000663 BULLFROG AMOCO	5440327		NAL SERVICES 2 INV A	5.00 C	-111814		INSPECTION/G-50450
004781 FAMILY MEDICAL CLINI	38639	2015	2 INV A	60.00 C	-111814		DOT PX-PW
019700 CHOICE TOWING	17164	2015	2 INV A	60.00 C	-111814		TOWING FOR SHOP
		ACCOUN	T TOTAL	125.00			
0010-300-311-00-625700- 001095 VERIZON WIRELESS	9734834059		& POSTAGE 2 INV A	40.01 C	-111814		10-4/11-3-14 PHONE
		ACCOUN	T TOTAL	40.01		٠	
0010-300-311-00-626000- 001388 HORN LAKE WATER ASSO	11202014	UTILITIES 2015	2 INV A	393.68 C	-111814		5813 PEPPERCHASE DR
		ACCOUN	T TOTAL	393.68			
		ORG 311	TOTAL	9,700.88			
411 0010-400-411-00-611000- 000308 MAINTENANCE SUPPLY	192069	PARKS DEPARTMENT MATERIALS 2015	2 INV A	223.04 C	-111814		NUTS AND BOLTS, WAS
001102 SOUTHAVEN SUPPLY	143951	2015	2 INV A	777.78 C	-111814		PARK MAINTENANCE SU
		ACCOUN	T TOTAL	1,000.82			
0010-400-411-00-612200- 000312 BOB LADD & ASSOCIATE 000312 BOB LADD & ASSOCIATE 000312 BOB LADD & ASSOCIATE	2069524	2015	CE EQUIPMENT ( 2 INV A 2 INV A 2 INV A	2,449.04 C 721.02 C 134.10 C	-111814		PARTS TO REPAIR GOL GOLF CART/VANDALISM CRANK BOTTOM/GOLF C
AAA726 BIGUADDOONIC GDODWA	MIDE	2015	2 INV A	3,304.16			COCCED MACC
000726 RICHARDSON'S SPORTS		2015		248.72 C			SOCCER MATS
001099 NORTH MS PEST CONTRO	614001	2015	2 INV A	369.00 C	-111814		NOV 2014 CONCESSION



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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	15/2 INVOICE	PO YEAR/	'PR	TYP S			WARRANT	CHECK	DESCRIPTION
001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C	087228 087690	2015 2015 2015 2015	2	VNI VNI VNI VNI	A A	12.49 158.18	7 C-111814 9 C-111814 3 C-111814 3 C-111814		BATTERY, GLOVES MEGUIARS ULT COMPOU BATTERY ISOLATOR SW BATT ISOLATOR & IG
						281.12			
001193 MEMPHIS BEARING AND	0472967-IN	2015	2	INV .	A	12.76	C-111814		BALL BEARINGS
005044 LOWE'S HOME CENTERS,	912456	2015	2	INV	A	47.40	C-111814		SUPPLIES
006685 MID SOUTH DIGITAL	472722 473170 473171	2015		INV . INV .	A	8.38	C-111814 C-111814 C-111814		A2406 COPIER - PARK A4954 COPIER - PARK A2214 COPIER - PARK
					_	35.12	?		
007304 O'REILLYS AUTO PARTS	1257-175859	2015	2	INV	A	19.98	3 C-111814		LED INDICATOR
011134 WHITFIELD	39336	2015	2	INV .	A	95.00	C-111814		SNOWDEN HOUSE FIXTU
022622 UNITED ELEVATOR	W10883	2015	2	INV.	A	918.75	C-111814		ARENA ELEVATOR REPA
		ACCOUN	тт	TOTAL		5,332.01	L		
0010-400-411-00-612201- 000216 GRASSLAND IRRIGATION	117399933	PARK MAIN 2015		JANCE INV	A	225.00	C-111814		SNOWDEN FIELD #16-L
000983 PARAMOUNT UNIFORMS R	0262302	2015	2	INV.	A	38.00	C-111814		MATS - ARENA
001104 SHERWIN WILLIAMS SOU 001104 SHERWIN WILLIAMS SOU		2015 2015	2	NV .			C-111814 C-111814		PAINT FOR ARENA PAINT FOR ARENA
					_	132.82	2		
005044 LOWE'S HOME CENTERS,	982302	2015	2	INV.	A	486.07	7 C-111814		SUPPLIES
008127 WASTE CONNECTIONS OF 008127 WASTE CONNECTIONS OF	3497355 3497520 3497624 3497729	2015 2015 2015 2015 2015 2015 2015	2 2 2 2 2 2	VAI VAI VAI VAI VAI VAI	A A A A	250.95 134.01 1,007.43 136.52	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		PARKS OFFICE CHERRY VALLEY FOOTF ARENA SNOWDEN SOCCER FIELD 800 STOWEWOOD-SOFTB
					_	2,020.91	Ĺ		
018842 PLAYSCAPES OF MISSIS	103114	2015	2	INV .	A	901.93	3 C-111814		TUFF TIMBERS
		ACCOUN	T T	COTAL		3,804.73	1		

0010-400-411-00-612300-

MUNICIPAL GOLF COURSE EXPENSE



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 18 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR/PR TYP S	WARRANT	СНЕСК	DESCRIPTION
006685 MID SOUTH DIGITAL	472651		2015 2 INV A	10.39 C-1118	14	COPIER AT GOLF CENT
			ACCOUNT TOTAL	10.39		
0010-400-411-00-612500- 000983 PARAMOUNT UNIFORMS F 000983 PARAMOUNT UNIFORMS F	0260946 0262291	τ	NIFORMS 2015 2 INV A 2015 2 INV A	321.45 C-1118 330.45 C-1118	14 14	PARKS UNIFORMS UNIFORMS - PARKS
				651.90		
			ACCOUNT TOTAL	651.90		
0010-400-411-00-613100- 001213 TRI-STATE TROPHY	60319	I	BALL EQUIPMENT 2015 2 INV A	801.00 C-1118	14	MEDALS AND TROPHIES
			ACCOUNT TOTAL	801.00		
0010-400-411-00-613400- 000116 AMERICAN EVENT TENTS	11-8002B	(	COMMUNITY EVENTS 2015 2 INV A	1,417.00 C-1118	14	TENT FOR SOUTHERN L
000378 WAYNES CANDY CO INC 000378 WAYNES CANDY CO INC	24509 74510		2015 2 INV A 2015 2 INV A	1,758.05 C-1118 1,417.58 C-1118		CANDY - CHRISTMAS P CANDY - EASTER CAND
		,		3,175.63		
005044 LOWE'S HOME CENTERS, 005044 LOWE'S HOME CENTERS,			2015 2 INV A 2015 2 INV A	50.90 C-1118 654.60 C-1118		SUPPLIES SUPPLIES
•				705.50		
			ACCOUNT TOTAL	5,298.13		
0010-400-411-00-622100- 000615 PAYNES LOCKSMITH SER	7650	I	PROFESSIONAL SERVICES 2015 2 INV A	617.50 C-1118	14	LEVER SETS, GMK CORE
007174 DENNIS WRIGHT & SON 007174 DENNIS WRIGHT & SON	026523 026572		2015 2 INV A 2015 2 INV A	208.00 C-1118 289.21 C-1118		REPAIR CLOG IN SINK REPAIR TO DRAIN -
				497.21		
011134 WHITFIELD 011134 WHITFIELD 011134 WHITFIELD 011134 WHITFIELD	39068 39070 39071 39260		2015 2 INV A 2015 2 INV A 2015 2 INV A 2015 2 INV A	290.32 C-1118 1,348.50 C-1118 1,155.75 C-1118 137.00 C-1118	14 14	REPAIRED BAD GFCI R REPAIR REC. AND DAT REPAIR LIGHTS AT CH REPLACED EXHAUST FA
				2,931.57		
014403 SOUTHEASTERN SECURIT	15838		2015 2 INV A	18.50 C-1118	14	T. LOCKE APP PROFIL
			ACCOUNT TOTAL	4,064.78		
0010-400-411-00-625700-		7	TELEPHONE & POSTAGE			



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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/	PR	TYP S		WARRANT	CHECK	DESCRIPTION
001095 VERIZON WIRELESS	9734834059	2015	2	INV A	280.07	C-111814		10-4/11-3-14 PHONE
013136 AT&T 013136 AT&T	280025851114 393500561114	2015 2015	2	INV A INV A		C-111814 C-111814		PHONE SERVICES AREN PHONE SERVICES - PA
					247.28			
018521 SOUTHERN TELECOMMUNI	102814	2015	2	INV A	150.17	C-111814		PHONE SERVICES - AL
		ACCOUN	ТТ	OTAL	677.52			
0010-400-411-00-627901~ 000974 WINDSOR, JIM	110814	UMPIRES 2015	2	INV A	600.00	C-111814		FOOTBALL UMPIRE
000975 SMITH BILLY K	110814	2015	2	INV A	150.00	C-111814		FOOTBALL UMPIRE
000976 WILLIAMS, TIM	110814	2015	2	INV A	160.00	C-111814		FOOTBALL UMPIRE
002574 CARSON, MICHAEL A	110114	2015	2	INV A	50.00	C-111814		SOCCER UMPIRE
002857 TURNER DALE	110314	2015	2	INV A	90.00	C-111814		SOFTBALL UMPIRE
006653 STRIBLING KEITH	110314	2015	2	A VNI	100.00	C-111814		SOFTBALL UMPIRE
006776 HAMM SAMUEL KEITH	110814	2015	2	INV A	240.00	C-111814		FOOTBALL UMPIRE
008764 BEASLEY GARY	110814	2015	2	A VNI	230.00	C-111814		FOOTBALL UMPIRE
009136 SINQUEFIELD MURRAY	110814	2015	2	INV A	140.00	C-111814		FOOTBALL UMPIRE
010115 HOUGUE ALEX LANDEN	110114	2015	2	A VNI	115.00	C-111814		SOCCER UMPIRE
013175 JAKE JACOBSON	110814	2015	2	A VNI	160.00	C-111814		FOOTBALL UMPIRE
013794 STRICKLAND ERIK RYAN	110814	2015	2	A VNI	260.00	C-111814		FOOTBALL UMPIRE
013935 MERRIWEATHER KEYTHRI	110814	2015	2	INV A	150,00	C-111814		FOOTBALL UMPIRE
014003 GAMMELL GARY D	110814	2015	2	INV A	360.00	C-111814		FOOTBALL UMPIRE
014331 HALL ROBERT	110314	2015	2	A VNI	125.00	C-111814		SOFTBALL UMPIRE
016877 LEWIS RODNEY S	110814	2015	2	A VNI	120.00	C-111814		FOOTBALL UMPIRE
018061 DOVER LARRY	110814	2015	2	A VNI	80.00	C-111814		FOOTBALL UMPIRE
018139 MOORE JEREMY	110814	2015	2	A VNI	240.00	C-111814		FOOTBALL UMPIRE
018178 CAMPBELL PATRICK	110814	2015	2	INV A	60.00	C-111814		FOOTBALL UMPIRE
018755 BOYLAN JESSIE LEE	110814	2015	2	A VNI	180.00	C-111814		FOOTBALL UMPIRE



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 20 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR	A/PR TYP S	WARRANT CHEC	K DESCRIPTION
019340 WINSTON TIMOTHY	110114	2015	5 2 INV A	65.00 C-111814	SOCCER UMPIRE
020749 DONALDSON JORDAN	110114	2015	2 INV A	105.00 C-111814	SOCCER UMPIRE
021388 NORTON HUNTER REID	110114	2015	2 INV A	30.00 C-111814	SOCCER UMPIRE
022409 BARAJAS DANIEL	110114	2015	2 INV A	25.00 C-111814	SOCCER UMPIRE
022412 GARCIA ALESANDRO A	110114	2015	2 INV A	30.00 C-111814	SOCCER UMPIRE
022413 GARCIA DYLAN J	110114	2015	2 INV A	30.00 C-111814	SOCCER UMPIRE
022507 PHILLIPS HENRY	110814	2015	2 INV A	120.00 C-111814	FOOTBALL UMPIRE
022623 TARTT JEFFERY	110814	2015	2 INV A	160.00 C-111814	FOOTBALL UMPIRE
		ACCOU	INT TOTAL	4,175.00	
		ORG 411	TOTAL	25,816.28	
412 0010-400-412-00-612400- 021382 PETTY CASH	102714	2015	CONCESSION EXPE	NSE 21.30 C-111814 21.30	PETTY CASH - PARKS
		ORG 412	TOTAL	21.30	
511 0010-500-511-00-610100- 022624 BUCKEYE CLEANING CEN	849393	MUNICIPAL CODE ENFORCE CLEANING 2015		257.73 C-111814 257.73	CLEANING SUPPLIES
0010-500-511-00-610400- 006685 MID SOUTH DIGITAL	472747	OFFICE S 2015	SUPPLIES 5 2 INV A	82.80 C-111814	OFFICE SUPPLIES
020454 DIRECTFX	M3071	2015	2 INV A	518.00 C-111814	DOOR HANGERS - ANIM
		ACCOU	INT TOTAL	600.80	
0010-500-511-00-611000- 001102 SOUTHAVEN SUPPLY	143507	MATERIAL 2015	S 2 INV A	7.80 C-111814	PLUM ST CLOSURE SIG
		ACCOU	INT TOTAL	7.80	
0010-500-511-00-612200- 000983 PARAMOUNT UNIFORMS R 000983 PARAMOUNT UNIFORMS R		MAINTENA 2015 2015		5.00 C-111814 5.00 C-111814 10.00	MATERIALS BLDG MATERIALS BLDG



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/	PR TYP S		WARRANT	СНЕСК	DESCRIPTION
		ACCOUN	T TOTAL	10.00			
0010-500-511-00-614900- 012713 HILL'S PET NUTRITION 012713 HILL'S PET NUTRITION	7 222428584 7 222460130	FEED FOR 2015 2015	ANIMALS 2 INV A 2 INV A	194.45 187.39	C-111814 C-111814		FEED ANIMALS FEED FOR ANIMALS
			-	381.84			
		ACCOUN	T TOTAL	381.84			
0010-500-511-00-622100- 000500 DESOTO COUNTY ANIMAL	110414	PROFESSIO 2015	NAL SERVICE 2 INV A	ES 917.90	C-111814		PROF. SERVICES
		ACCOUN	T TOTAL	917.90			
0010-500-511-00-625700- 001095 VERIZON WIRELESS	9734834059	TELEPHONE 2015	& POSTAGE 2 INV A	40.01	C-111814		10-4/11-3-14 PHONE
016393 MEARS HAROLD	103114	2015	2 INV A	25.00	C-111814		PHONE USAGE
		ACCOUN	T TOTAL	65.01			,
		ORG 511	TOTAL	2,241.08			
901 0010-900-901-00-614000- 017201 BEST-WADE PETROLEUM 017201 BEST-WADE PETROLEUM		CITY FUEL FUEL & OI 15000061 2015 15000061 2015	2 INV A	13,200.77 21,076.27 34,277.04	C-111814 C-111814		FUEL FOR PUBLIC WOR FUEL FOR PUBLIC WOR
		ACCOUN	T TOTAL	34,277.04			
		ORG 901	TOTAL	34,277.04			
902 0010-900-902-00-620500- 001102 SOUTHAVEN SUPPLY	124945	EXPENSE ACCOUNTS CONDEMNED 2015	PROPERTY N 2 INV A		C-111814		7786 PARKVIEW CIR E
020065 BLC OF MS LLC	3971 3972 3973 3974 3975 3976 3977 3978 3979 3980 3981 3982 3983	2015 2015 2015 2015 2015 2015 2015 2015	2 INV A	84.00 84.00 84.00 84.00 84.00 84.00 84.00 84.00 84.00 84.00	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		2297 CARROLTON 4560 DERBY 2010 COLONIAL HILLS 1759 NORTHFIELD DR 8175 WHITEHEAD DR 1676 CUSTER DR 7667 SOUTHAVEN CIR 8195 CAPROCK CV 8425 CEDARCREST DR 8026 STATFORD DR 1822 MS VALLEY BLVD 7793 CHARLESTON DR 2353 COLONIAL HILLS



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 22 apinvgla

YEAR/PERIOD: 2015/1 ACCOUNT/VENDOR	TO 2015/2 INVOICE	PO	YEAR/PR TYP S	WARRANT (	CHECK DESCRIPTION
020065 BLC OF MS LLC	3984 3985 3986 3987 3988 3989 3990 3991 3992 3993 3994 3995 3996 3997 3998 3999 4000 4001 4002 4003 4004 4005 4006 4007 4008 4009 4010 4011 4012 4013 4014 4015 4016 4017 4018 4017 4018 4019 4020 4021 4022 4023 4024 4025 4026 4027 4028 4029	PO	2015 2 INV A	## WARRANT   C	8500 AARON LN 8314 WHITEHEAD DR 2871 STATELINE DR W 2306 NATCHEZ CV 7594 CHERRY VALLEY 8208 BUCKINGHAM DR 1337 VICKSBURG DR 985 FARMINGTON DR N 1118 BRANDYWINE DR 762 RASCO RD PARCEL 108726000000 8883 WHITWORTH 392 HILLBROOK DR 26 HILLBROOK DR 26 HILLBROOK DR 26 HILLBROOK DR 830 PINESTONE PL 1619 STATELINE 8380 GREENBROOK PKW 814 HACKBERRY DR 8505 BRIDGEWOOD DR 8137 LONGBRANCH DR 1883 CRESCENT LN 8294 GRAYCE DR 1935 CRESCENT LN 8294 GRAYCE DR 1935 CRESCENT LN 1839 ROY DR 8140 MARTIN DR 1395 JEWEL 6051 CAROLINE CV 6054 CAROLINE CV 2275 ANSLEY PARK LN 2507 GREENCLIFF DR 2299 RASCO RD 8295 BLUE RIDGE DR 7989 MALONE RD 3260 PLUM POINT DR 6165 MALONE RD 3769 NAIL RD 3094 LOGANBERRY CV 4044 COURTYARD DR 1610 WILBORNE RD 5670 STEFFANI 5659 LEXY LN PARCEL 208101110000 PARCEL 208101110000
				6,290.00	

ACCOUNT TOTAL

6,369.18

0010-900-902-00-620600-

MDOT MAINTENANCE



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 23 apinvgla

YEAR/PERIOD: 2015/1 TO ACCOUNT/VENDOR	2015/2 INVOICE	PO	YEAR/	R	TYP S	3		WARRANT	CHECK	DESCRIPTION
000437 C & M BUILDERS INC	512		2015	2	INV	Α	3,100.0	0 C-111814	<u>l</u>	MILLBRANCH/STATELIN
020065 BLC OF MS LLC 020065 BLC OF MS LLC 020065 BLC OF MS LLC	4030 4031 4032		2015 2015 2015	2	INV INV INV	Α	416.0	0 C-111814 0 C-111814 0 C-111814	<u>L</u>	MDOT STATELINE & 55 MDOT NORTHWEST MDOT GOODMAN & 155
						-	6,764.0	0		
			ACCOUNT	T	OTAL		9,864.0	0		
0010-900-902-00-620902-		FAC	CILITIES				Т			
000156 ARAMARK UNIFORM SER 000156 ARAMARK UNIFORM SER 000156 ARAMARK UNIFORM SER 000156 ARAMARK UNIFORM SER	V 581-5104990 V 581-5108753		2015 2015 2015 2015	2	VNI	A A	274.3 129.8	7 C-111814 1 C-111814 7 C-111814 1 C-111814	<u>.</u> 1	RUBBER MATS - COURT MATS FOR CITY HALL RUBBER MATS - COURT RUBBER MATS - CITY
						_	808.3	6		
000415 MID-SO EMERGENCY LI 000415 MID-SO EMERGENCY LI	G 8686 G 8687 G 8688 G 8689 G 8709 G 8710		2015 2015 2015	2 2 2 2 2 2	VNI VNI	A A A A A	40.5 114.7 74.2 87.7 621.0 371.2	5 C-111814 0 C-111814 5 C-111814 5 C-111814 5 C-111814 0 C-111814 0 C-111814	} 	EMERGENCY LIGHT SER
						_	1,478.2	<del>-</del> 5		
000469 TRI-STAR COMPANIES, 000469 TRI-STAR COMPANIES, 000469 TRI-STAR COMPANIES,	TC4272	15000054		2	INV	Α	774.3	0 C-111814 7 C-111814 0 C-111814	Į.	PREVENTATIVE MAINT. HVAC SERVICES HVAC SERVICES
							7,114.3	7		,
000492 THYSSENKRUPP ELEVAT 000492 THYSSENKRUPP ELEVAT			2015 2015				1,602.5	7 C-111814 1 C-111814		ELEVATOR SERVICES A ELEVATOR SERVICES A
							2,404.1	8		
000615 PAYNES LOCKSMITH SE	R 7649		2015	2	INV	A	85.0	0 C-111814	l	LOCK SERVICES
000715 THOMPSON MACHINERY 000715 THOMPSON MACHINERY	W0310061933 W0310062010		2015 2015	2	INV INV	A A		0 C-111814 5 C-111814		PM GENERATOR PER CO GENERATOR REPAIRS P
							4,540.6	5		
000966 ENTERGY	5253035FINAL		2015	2	INV	A	63.7	9 C-11181	Į	2101 COLONIAL HILLS
001540 MURPHY & SONS, INC. 001540 MURPHY & SONS, INC.			2015 2015					1 C-111814 8 C-111814		LIBRARY PARTITION R REPAIR FOR ARENA RO



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	INVOICE	PO Y	EAR/P	R	TYP S	<del></del> -	WARRANT	CHECK	DESCRIPTION
						740.7	9		
005668 STATE SYSTEMS, INC.	E86410	2	015	2	INV A	367.0	0 C-111814	Į.	ALARM SERVICES
006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	472673 472695 473113 87226A	2 2	015	2	INV A INV A INV A INV A	39.0 60.8	3 C-111814 5 C-111814 8 C-111814 5 C-111814	<u>.</u> <u>.</u>	A1468 COPIER - MAYO A1033 COPIER - MAYO A4989 COPIER - CITY COLOR DRUMS - CITY
						530,4	- 1		
007174 DENNIS WRIGHT & SON	026570	2	015	2	INV A	78.0	0 C-111814	<u>L</u>	PLUMBING SERVICES
008127 WASTE CONNECTIONS OF 008127 WASTE CONNECTIONS OF			015 015		INV A INV A	565.0 254.1	8 C-111814 0 C-111814	i.	TRASH SERVICES TRASH SERVICES
						819.1	<u></u>		
012576 D&J'S CLEANING SERVI 012576 D&J'S CLEANING SERVI	1587 1588 1589 1590	2 2 2 2 2 2	015 015 015 015	2 2 2 2	INV A	995.00 775.00 970.00 285.00 2,000.00	0 C-111814 0 C-111814 0 C-111814 0 C-111814 0 C-111814 0 C-111814 0 C-111814		CLEANING OF PW DEPT CLEANING OF SPD CLEANING OF COURT - CLEANING OF SPD SPD FLOORS/CLEANING MUNICIPAL COMPLEX/E
						6,625.0	o o		
014437 CB RICHARD ELLIS COR	637256	2	015	2	INV A	429.0	0 C-111814	ŀ	COURT RENTAL
015888 MAC'S A/C & REFRIGER	72198	15000059 2	015	2	INV A	2,874.5	0 C-111814	Į.	REPLACE 4 TON SPLIT
018342 GREAT AMERICA LEASIN 018342 GREAT AMERICA LEASIN	16101071 16106748	2 2	015 015	2 2	INV A INV A	1,129.00 276.00	0 C-111814 6 C-111814	<u> </u> 	SECURITY SYSTEM AT AUDIO SYSTEM AT SPI
						1,405.0	<del>-</del> 6		
018472 M2MANAGEMENT SOLUTIO	1394	2	015	2	INV A	1,295.0	5 C-111814	ł	FLEET TRACKING SYST
022372 OVERALL CHEMICAL COM 022372 OVERALL CHEMICAL COM	3161 3162 3167 3168	2 2 2 2 2	015 015 015 015 015 015	2 2 2 2	INV A INV A INV A INV A INV A	290.00 680.00 100.00 290.00	0 C-111814 0 C-111814 0 C-111814 0 C-111814 0 C-111814 0 C-111814	L L	CLEANING OF TENNIS CLEANING OF COURTHO CLEANING OF CITY HA TENNIS COMPLEX CLEA COURT HOUSE CLEANIN CLEANING OF CITY HA
						2,140.0	0		
022540 ENTERGY CLAIMS MANAG	M-92374	2	015	2	INV A	7,204.5	3 C-111814	ı	DEER CREEK LN
		AC	COUNT	T	OTAL	41,003.1	2		



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/	PR '	TYP S		WARRANT	СНЕСК	DESCRIPTION
0010-900-902-00-622100- 018221 CIVIL-LINK, LLC	41119	PROFESSIO 2015		SERVICES INV A	8,000.00	C-111814		GENERAL SERVICES 10
022620 KRONOS 022620 KRONOS	10891947 10892135	2015 2015	2 2	INV A INV A		C-111814 C-111814		PAYROLL PROJ/WKFORC PAYROLL PROJ/DEPOTE
					4,769.11	-		
		ACCOUN	T T	OTAL	12,769.11			
0010-900-902-00-625100- 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA	3884QB 3885QB 3887QB 3889QB 3891QB		2 2 2 2	VEMENT INV A INV A INV A INV A INV A	678.73 1,496.83 624.84	C-111814 C-111814 C-111814 C-111814 C-111814		STREET & DITCH STREET & DITCH STREET AND DITCH STREET & DITCH 4240 MARKSTON
					5,584.22	=		
		ACCOUN	т	OTAL	5,584.22			
0010-900-902-00-625150- 002869 VULCAN CONSTRUCTION	30786466	DRAINAGE 15000042 2015	2	INV A	2,726.70	C-111814		10/22/14 RIP RAP
009591 TRI FIRMA	3878QB	2015	2	INV A	3,756.32	C-111814		DUG OUT DITCH & INS
016582 CONTRACTORS SUPPLY P	5858	2015	2	INV A	2,825.00	C-111814		NRCS PROJECT TCHULA
018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC	41106 41120 PAYAPP-7	2015		INV A INV A INV A	7,119.03	C-111814 C-111814 C-111814		DEER CREEK LANE/PRO NRCS EMER DRAINAGE DEER CREEK LN DRAIN
					15,163.40			
021734 DIXIELAND CONTRACTOR	PAYAPP7	2015	2	INV A	7,128.65	C-111814		DEER CREEK DRAINAGE
		ACCOUN	тт	OTAL	31,600.07			
		ORG 902	T	OTAL	107,189.70			
903 0010-900-903-00-624102- 013790 HANCOCK BANK	20950	ADMINISTRATIVE EXPENSES BANK FEES 2015	3	INV A	770.00	C-111814		SOUTHCT1110/GO BOND
		ACCOUN	T T	OTAL	770:00			
•		ORG 903	$\mathbf{T}$	OTAL	770.00			
904 0010-900-904-00-622100- 017086 BUTLER SNOW	110514			SERVICES INV A	213.50	C-111814		SERVICES RENDERED



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 26 apinvgla

YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVO		YEAR/PR TYP S	WARRANT CHECK	DESCRIPTION
017086 BUTLER SNOW 1105	514B	2015 2 INV A 18,333.	33 C-111814	GENERAL SERVICES RE
		18,546.	83	
	A	CCOUNT TOTAL 18,546.	83	
0010-900-904-00-629100- 011139 TRAVELERS 0004		MS PAYMENTS 2015 2 INV A 10,641.	23 C-111814	CLAIM
	A	CCOUNT TOTAL 10,641.	23	
	ORG 90	4 TOTAL 29,188.	06	
FUND 0010 GENERAL		TOTAL: 481,281.	======================================	***=========



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 27 apinvgla

YEAR/PERIOD: 2015/1 ACCOUNT/VENDOR	TO 2015/2 INVOICE	ро уе	AR/PR TYP S	WARRANT	CHECK DESCRIPTION
711 0100-710-711-00-640940- 018221 CIVIL-LINK, LLC	41109	20	L OVERLAY 15 2 INV A	3,225.00 C-111814	GETWELL RE-SURFACIN
		ACC	OUNT TOTAL	3,225.00	
		ORG 711	TOTAL	3,225.00	
=======================================		:======================================	==========		
FUND 0100	BOND FUNDED O	CAP PROJ	TOTAL:	3,225.00	



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	2015/2 INVOICE	PO YEAR/	PR TYP S	WARE	RANT CHECK	DESCRIPTION
611	SPECIAL	ASSESSMENTS EXP				
0240-600-611-00-623800- 000719 TDL CONTRACTORS OMC 000719 TDL CONTRACTORS OMC	3931 3932	PARK IMPR 2015 2015		22,337.35 C-1 8,729.38 C-1		GRBRK SHOP/PAVILLIO GRBRK SHOP/PAVILLIO
				31,066.73		
005831 URBAN ARCH ASSOC 005831 URBAN ARCH ASSOC 005831 URBAN ARCH ASSOC 005831 URBAN ARCH ASSOC 005831 URBAN ARCH ASSOC	14009-A6 14015-A5 14026-A3 14034-A2 14035-A2	2015 2015 2015 2015 2015 2015	2 INV A 2 INV A 2 INV A 2 INV A 2 INV A	495.68 C-1 1,000.24 C-1 3,716.23 C-1 2,894.52 C-1 6,000.00 C-1	.11814 .11814 .11814	GRBRK GIFT SHOP/PAV SNWDN AMPTHR ENCLOS SNWDN MSTR PLAN #04 SR CTR PKS BLDG #06 SNWDN OK MINI STAD
			-	14,106.67		
018221 CIVIL-LINK, LLC	41116	2015	2 INV A	15,600.00 C-1	.11814	SNOWDEN/TENNIS
		ACCOUN	TOTAL	60,773.40		
0240-600-611-00-626100- 003011 M & M PROMOTIONS	77944	ADVERTISI 2015		409.32 C-1	.11814	LAPEL PINS
		ACCOUN	TOTAL	409.32		
		ORG 611	TOTAL	61,182.72		
FUND 0240 TO	OURIST & CONVENTION		TOTAL:	61,182.72		



9,108.04

11/14/2014 15:25 1540ppyle

FUND 0300 DEBT SERVICE

CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION DEBT SVC EXPENSES 0300-700-701-00-626700-POLICE VEHICLE LEASE 016514 SUN TRUST BANK 1541479 2015 2 INV A 9,108.04 C-111814 POLICE VEHICLES ACCOUNT TOTAL 9,108,04 ORG 701 TOTAL 9,108.04 



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 p 30 apinvgla

YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR/I	PR '	TYP S	W	ARRANT	CHECK	DESCRIPTION
0400 0400-000-000-00-130700- 008026 GAVROCK CONSTRUCTION		UTILITY FUND	ACCOUNTS I		EIVABLE INV A		C-111814		
022521 CHANDLER RICHARD	27593		2015	1	INV A	50.00	C-111814		
022522 BSP INVESTMENTS	27594		2015	1	INV A	50.00	C-111814		
022523 TRUST ONE BANK	27595		2015	1	INV A	50,00	C-111814		•
022524 DELOFF MAXWELL	27596		2015	1	INV A	50.00	C-111814		
022525 MORGAN DAVID & MARY	27597		2015	1	INV A	66.44	C-111814		
022526 SILVEY JENNIFER & ER	27598		2015	1	INV A	26.86	C-111814		
022527 HERRING HOWARD	27599		2015	1	INV A	50.00	C-111814		
022528 COLLINS LISA	27600		2015	1	INV A	125.00	C-111814		
022529 KINCADE SABREANA N	27601		2015	1	INV A	19.24	C-111814		
022530 HUBBARD TAMERIA	27602		2015	1	INV A	19.49	C-111814		
022531 RICHTER CARYN & WRIG	27603		2015	1	INV A	50.00	C-111814		
022532 EDGE NATHANIEL	27604		2015	1	INV A	83.51	C-111814		
022533 BAGWELL LAUREN	27605		2015	1	INV A	124.06	C-111814		
022534 GERVAIS GREG & SHARR	27606		2015	1	INV A	110.36	C-111814		
022535 STRICKLAND SHENA & R	27607		2015	1	INV A	125.00	C-111814		
022536 JONES STACEY E.	27608		2015	1	INV A	3.00	C-111814		
022537 DEGUERRO FERMINA APA	27609		2015	1	INV A	110.36	C-111814		
			ACCOUN'	r T	OTAL	1,163.32			
0400-000-000-00-211400- 010365 NESBIT WATER	111014				NESBIT	WATER ASSC 3,096.00	C-111814		FEES COLLEDCTED FRO
			ACCOUNT	r T	OTAL	3,096.00			
		O	RG 0400	T	OTAL	4,259.32			
811 0400-800-811-00-650600- 021319 ARGO CONSTRUCTION CO 021319 ARGO CONSTRUCTION CO	PAYAPP-6	UTILITY EXPEN:	HURRICANE 2015	CR 2	EEK INV A INV A	33,247.15 259,010.85			HURRICAINE CREEK @M HURRICAINE CREEK SE



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	INVOICE	PO YEAR/	PR TYP S		WARRANT	CHECK	DESCRIPTION
				292,258.00	- )		
		ACCOUN	T TOTAL	292,258.00	)		
0400-800-811-00-650905- 004646 DESOTO COUNTY REGION	1279	DCRUA SEW 2015	ER TREATM 2 INV A		C-111814	Į.	NOV 2014 PAYMENT
		ACCOUN	T TOTAL	27,608.33	1		
0400-800-811-00-651400- 004646 DESOTO COUNTY REGION	111014	DCRUA UPG 2015	RADE TAP : 2 INV A	FEES 1,950.00	C-111814	ļ	COLLECTED SEWER FEE
		ACCOUN	T TOTAL	1,950.00	)		
0400-800-811-00-651500- 004646 DESOTO COUNTY REGION	111014	DCRUA TAP 2015	FEES 2 INV A	4,100.00	C-111814	i.	COLLECTED SEWER FEE
		ACCOUN	T TOTAL	4,100.00	)		
		ORG 811	TOTAL	325,916.33	1		
815 0400-800-815-00-625300- 000739 CDW GOVERNMENT INC	OG64442			IMPROVEMENTS 224.78	3 C-111814	Į.	SCADA CPU CONTAINME
010730 ROSEMOUNT ANALYTICAL	755938	15000003 2015	2 INV A	710.14	C-111814	L	LOW FLOW PANEL FOR
010758 NORTH MISSISSIPPI UT		2015	2 INV A	212.08	C-111814		REFUNDING MONEY FOR
018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC	41108 41113 41114 41121	2015 2015	2 INV A 2 INV A 2 INV A	521.30 1,127.52 28,782.44	C-111814 C-111814 C-111814	i L	STARLANDING/51 SEWE SEWER PREP/UNSERVED COE MAPPING/PLANNIN LIFT STATION SERVIC
				53,287.97	ī		
		ACCOUN	T TOTAL	54,434.97	,		
		ORG 815	TOTAL	54,434.97	,		
820 0400-800-820-00-626500-		UTILITY ADMINISTRATIVE PRINTING					
006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	472703 472838	2015 2015	2 INV A 2 INV A	34.97 16.40	/ C-111814 / C-111814	l L	A3190 COPIER/PEPPER A4957 COPIER/CITY H
				51.37	•		
		ACCOUN	T TOTAL	51.37	,		
		ORG 820	TOTAL	51.37	i		



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 32 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO	YEAR	'PR	TYP S			WARRANT	CHECK	DESCRIPTION
825 0400-800-825-00-610400-		JTILITY MAINT	OFFICE SU	JPPI	IES					
007600 OFFICE DEPOT 007600 OFFICE DEPOT	736627454001 736627805001		2015 2015	2 2	INV .	A A	146.04 18.79	C-111814 C-111814		OFFICE SUPPLIES/PEP STAPLER
	•						164.83			
			ACCOUN	T T	TOTAL		164.83			
0400-800-825-00-611000-			MATERIALS							
000354 METER SERVICE AND SU 000354 METER SERVICE AND SU	199740 199841 199842 199843		2015 2015 2015	2 2 2 2	VNI VNI VNI VNI VNI VNI	A A A A	998.00 152.50 1,045.00 931.00	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		FIRE HYDRANT REPAIR FIRE HYDRANTS REPAIR FIRE HYDRANT REPAIR ANGLE CURB STOPS 5 GAL. BUCKETS OF S FLEXTEE W/CLAMPS
						-	3,607.25	-		
000370 REBEL EQUIPMENT & SU	172582		2015	2	INV.	A	114.00	C-111814		ORANGE FENCE/STATEL
000687 SOUTHERN PIPE & SUPE	8131726-00		2015	2	INV .	A	130.61	C-111814		MATERIALS
000989 ICM OF MEMPHIS 000989 ICM OF MEMPHIS 000989 ICM OF MEMPHIS	ME425259MR ME601474MR ME608868MR				INV . INV .	A	271.68	C-111814 C-111814 C-111814		CO SENSOR & MONITOR GAS CYLINDER 21" SEWER TEST PLUG
						_	1,464.68	-		
001102 SOUTHAVEN SUPPLY	144573		2015	2	INV.	A	787.11	C-111814		SPACE HEATERS FOR L
001899 HEARTLAND PUMP RENTA	400454616		2015	2	INV	A	83.00	C-111814		FITTINGS & ADAPTERS
005044 LOWE'S HOME CENTERS, 005044 LOWE'S HOME CENTERS, 005044 LOWE'S HOME CENTERS,	902506		2015 2015 2015	2	INV	A	94.84	C-111814 C-111814 C-111814		SUPPLIES SUPPLIES SUPPLIES
						_	1,138.77	•		
005329 TENCARVA MACHINERY C	470542		2015	2	INV	A	410.95	C-111814		SWITCH KIT FLOAT
005606 CONTROLLED SYSTEM CO	9633		2015	2	INV	A	625.40	C-111814		CASTLE RIDGE LIFT S
007304 O'REILLYS AUTO PARTS 007304 O'REILLYS AUTO PARTS 007304 O'REILLYS AUTO PARTS	1257-175917		2015 2015 2015	2	INV . INV .	A.	40.98	C-111814 C-111814 C-111814		GREASE GUN/GREASE GAS CANS GREASE GUN,PHONE CO
						_	169.37	-		
008561 S & H SMALL ENGINES 008561 S & H SMALL ENGINES	1921 2349		2015 2015	2	INV .			C-111814 C-111814		MISC SMALL ENGINE S CHAIN & GLOVES



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 P 33 apinvgla

YEAR/PERIOD: 2015/1 TO ACCOUNT/VENDOR	2015/2 INVOICE	PO YE	AR/PR TYP S	W	ARRANT	CHECK	DESCRIPTION
				242.01			
		እሮር	OUNT TOTAL	8,773.15			
				8,773.13			
0400-800-825-00-611100- 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL	147698 147699 147700 147701 147702 147703 147704	20 20 20 20 20 20	ALS 15 2 INV A	811.00 211.75 423.50 592.00 592.00	C-111814 C-111814 C-111814 C-111814 C-111814 C-111814 C-111814		FLUORIDE/WHITWORTH FLUORIDE & LIME/GRE FLUORIDE/GETWELL WT FLUROIDE/COLLEGE RD CHLORINE/WHITWORTH CHLORINE/GREENBROOK CHLORINE/GETWELL WT
				3,857.50			
005329 TENCARVA MACHINERY	C 468684	20	15 2 INV A	794.60	C-111814		CHLORINE TABS
		ACC	OUNT TOTAL	4,652.10			
0400-800-825-00-611300- 005609 FAST AUTO GLASS	1033282		NANCE VEHICLES 15 2 INV A	225.00	C-111814		#822 BACK WINDOW RE
005938 T & B TRUCK REPAIR	10479	20	15 2 INV A	600.50	C-111814		#811 BRAKE REPAIRS
007304 O'REILLYS AUTO PART	S 1791-317297	20	15 2 INV A	89.45	C-111814		TRUCK 810/TRAILER-F
		ACC	OUNT TOTAL	914.95			
0400-800-825-00-612200-		MAINTE	NANCE EQUIPMENT &	BUILD			
000331 SCRUGGS EQUIPMENT C	O 29995	20	15 2 ÎNV A	1,179.19	C-111814		SEWER MACHINE REPAI
011134 WHITFIELD 011134 WHITFIELD 011134 WHITFIELD	39267 39268 39269	20	15 2 INV A 15 2 INV A 15 2 INV A	308.63	C-111814 C-111814 C-111814		WHITWORTH WATER PLA COLLEGE RD WATER PL GETWELL WATER PLANT
				1,487.20			
022520 BAKER ROOFING	102814	20	15 2 INV A	2,275.00	C-111814		170 COLLEGE RD/REPA
		ACC	OUNT TOTAL	4,941.39			
0400-800-825-00-612500- 000983 PARAMOUNT UNIFORMS 000983 PARAMOUNT UNIFORMS			MS 15 2 INV A 15 2 INV A		C-111814 C-111814		UNIFORMS UNIFORMS
				315.28			
		ACC	OUNT TOTAL	315.28			
0400-800-825-00-622100- 009195 GAINES, ROBERT	1141		SIONAL SERVICES 15 2 INV A	4,207.50	C-111814		OCT 2014 SCADA SERV



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814 p 34 apinvgla

YEAR/PERIOD: 2015/1 TO 2 ACCOUNT/VENDOR	015/2 INVOICE	PO YEAR/F	PR TYP S	WARRANT	CHECK DESCRIPTION
011134 WHITFIELD	39266	2015	2 INV A	604.98 C-111814	GREENBROOK WATERPLA
018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC	41111 41115 41118	2015	2 INV A 2 INV A 2 INV A	5,161.42 C-111814 19,895.00 C-111814 2,392.78 C-111814	WATER METER SURVEY
				27,449.20	
020065 BLC OF MS LLC	4033	2015	2 INV A	1,800.00 C-111814	BUSH HOG/SEWER EASE
		ACCOUNT	' TOTAL	34,061.68	
0400-800-825-00-625700- 001095 VERIZON WIRELESS	9734834059	TELEPHONE 2015	& POSTAGE 2 INV A	440.11 C-111814	10-4/11-3-14 PHONE
		ACCOUNT	' TOTAL	440.11	
0400-800-825-00-626000- 000966 ENTERGY	107599951114 110446101114 157656701114 168367021114 168517351114 176259481114 176270841114 187576581114 187576581114 187578311114 190456651114 193387141114 439811821114 571531321114 605724761114 605724761114 761941741114 792402061114 854916601114 874908841114 8764644101114	2015 2015 2015 2015 2015 2015 2015 2015	2 INV A	58.90 C-111814 240.64 C-111814 442.01 C-111814 149.97 C-111814 15.87 C-111814 45.60 C-111814 1,229.18 C-111814 12.69 C-111814 12.69 C-111814 10.64 C-111814 146.62 C-111814 38.12 C-111814 274.38 C-111814 274.38 C-111814 274.38 C-111814 36.97 C-111814 17.02 C-111814 17.02 C-111814 35.14 C-111814 89.74 C-111814	E/S FLORA LEE DR. L SWEETWATER ST 6854 TCHULAHOMA RD HUNTERS GLEN ST 5795 PEPPERCHASE DR 4446 AIRWAYS BLVD 170 COLLEGE RD WOODLAND TRACE SOUT 3401 WOODLAND TRACE 6845 MCCAIN DR TURMAN DR 1903 STARLANDING RD 2768 BLACK ROCK RD LEGENDS LAGOON GROVE MEADOWS LIFT 303 LONG ST 4154 DAVIS RD ST CL CHANCEY COVE LOT 4 2017 STAR LANDING R
				6,434.08	
001167 AT&T MOBILITY	820538861114	2015	2 INV A	92.24 C-111814	PHONE SERVICE
001388 HORN LAKE WATER ASSO	6015001014	2015	2 INV A	15.25 C-111814	SEWER SWEETWATER DR
002351 COMCAST	899023-01-6	2015	2 INV A	97.85 C-111814	5240 GETWELL 09586
	•	ACCOUNT	TOTAL	6,639.42	
0400-800-825-00-626900-		TRAVEL & T	RAINING		



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO ACCOUNT/VENDOR	2015/2 INVOICE	PO Y	EAR/PR TYP S	WARRANT	CHECK DESCRIPTION
002645 MWPCOA	2014-SMITH	2	2015 2 INV A	100.00 C-11181	4 MEMBERSHIP RENEWAL
010139 SWEETING GERALD A	11514	2	015 2 INV A	36.77 C-11181	4 MWPCOA/PEARL MS
019331 SMITH EUGENE	11714	2	2015 2 INV A	383.52 C-11181	4 MS DAMAGE PREVENTIO
022627 RESENDIZ MARCO	11714	2	015 2 INV A	164.00 C-11181	4 MS DAMAGE PREVENTIO
022628 ALLEN ROBERT	11714	2	2015 2 INV A	164.00 C-11181	4 MS DAMAGE PREVENTIO
022629 COSSEY TYLER	11714	2	2015 2 INV A	164.00 C-11181	4 MS DAMAGE PREVENTIO
		AC	COUNT TOTAL	1,012.29	
	·	ORG 825	TOTAL	61,915.20	
FUND 0400 U	 TILITY FUND		TOTAL:	446,577.19	



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOICE	РО	YEAR/	/PR	TYP S	,	WARRANT	СНЕСК	DESCRIPTION
850 0450-810-850-00-612500- 000983 PARAMOUNT UNIFORMS R 0261621 000983 PARAMOUNT UNIFORMS R 262933	MAINTENANCE	EXPENSES UNIFORMS 2015 2015	2 2	INV A INV A		C-111814 C-111814		UNIFORMS UNIFORMS
					55.56			
		ACCOUN	T T	OTAL	55.56			
0450-810-850-00-622100- 005430 CASCADE ENGINEERING 30142106		PROFESSIC 2015			PES 26,048.08	C-111814	L	FY2014 CHECK #12208
007500 SWEEPING CORPORATION 0116039-I 007500 SWEEPING CORPORATION 116117-IN 007500 SWEEPING CORPORATION 116118-IN 007500 SWEEPING CORPORATION 116119-IN		2015 2015 2015 2015	2 2 2 2	INV A INV A INV A	3,308.01 1,227.22	C-111814 C-111814 C-111814 C-111814		SWEEPING SERVICES MECHANICAL STREET S RESIDENTIAL SWEEPIN SWEEPING SERVICE
				,	7,264.29			
017795 RICH PRINTING INC 154170		2015	2	INV A	1,009.79	C-111814		GARBAGE NOTICE PRIN
		ACCOUNT	г то	TAL	34,322.16			
		ORG 850	т	OTAL	34,377.72			
					=======================================	========		
FUND 0450 SANITATION FU	ND ==========	TOTAL:		======	34,377.72	=======		

<sup>\*\*</sup> END OF REPORT - Generated by Pam Pyle \*\*



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET W-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOICE	PO YEAR/PR TYP S	WARRANT CHECK DESCRIPTION
0010 0010-000-000-00-211300- 001176 MISSISSIPPI STATE TA 27711	GENERAL FUND SALES TAX PAYABLE 2015 2 DIR P	1,255.70 W-111814 43397 OCTOBER 2014 SALES
	ACCOUNT TOTAL	1,255.70
	ORG 0010 TOTAL	1,255.70
FUND 0010 GENERAL FUND	) TOTAL :	1,255.70



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET W-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOICE	РО	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
0400 0400-000-000-00-211300- 001176 MISSISSIPPI STATE TA 111214	UTILITY FUND	SALES TAX PAYABLE 2015 2 DIR P	9,932.88 W-111814	43396 OCTOBER 2014 SALES
	OR	ACCOUNT TOTAL G 0400 TOTAL	9,932.88 9,932.88	
FUND 0400 UTILITY FUND		TOTAL:	9,932.88	

<sup>\*\*</sup> END OF REPORT - Generated by Pam Pyle \*\*



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET D-111814

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YEAR/PERIOD: 2015/1 TO 20 ACCOUNT/VENDOR	015/2 INVOICE	РО	YEAR/I	PR TYF	s		WARRANT	СНЕСК	DESCRIPTION
211 0010-200-211-00-625700- 006142 ACCESS POINT INC	3708525	OLICE DEPAR	PMENT TELEPHONE 2015			214.83	D-111814	122764	PHONE SERVICE - POL
			ACCOUNT	TOTA	ъ	214.83	ŀ		
0010-200-211-00-626000- 001145 ATMOS ENERGY	302069661114		UTILITIES 2015	2 IN	V P	32.75	D-111814	122765	6450 GETWELL RD
			ACCOUNT	TOTA	.L	32,75	į.		
		(	ORG 211	TOTA	L	247.58			
311 0010-300-311-00-626000- 001145 ATMOS ENERGY	301696611114	UBLIC WORKS	UTILITIES 2015			418.32	D-111814		5813 PEPPERCHASE DR
001145 ATMOS ENERGY 001145 ATMOS ENERGY	301696641114 301696671114				V P	298.16 18.46	D-111814 D-111814	122765 122765	5813 PEPPERCHASE DR 5813 PEPPERCHASE DR
						734.94	<u>.</u>		
			ACCOUNT	TOTA	L	734,94	:		
		(	ORG 311	TOTA	L	734,94	:		
411 0010-400-411-00-625700- 002351 COMCAST	458907011114	ARKS DEPARTI	MENT TELEPHONE 2015	& POS	TAGE V P	407.87	D-111814	122766	3335 PINE TAR ALLEY
			ACCOUNT			407.87			3333 11113 11114 1111411
0010-400-411-00-626000-			UTILITIES			107.01			
001105 NORTHCENTRAL ELECTRI 001105 NORTHCENTRAL ELECTRI			2015		V P V P		D-111814 D-111814		MALONE RD - TENNIS FREEMAN LN 3750 - T
						761.68			
001145 ATMOS ENERGY 001145 ATMOS ENERGY 001145 ATMOS ENERGY	301525331114 301547641114 30187431114B		2015 2015 2015	2 IN	V P V P V P	92.84	D-111814 D-111814 D-111814	122765	7360 HWY 51 N - ARE 3335 PINE TAR ALLEY 2101 COLONIAL HILL
						245.37	-		
			ACCOUNT	TOTA	L ·	1,007.05			
			ORG 411	TOTA		1,414.92			
FUND 0010 GE	NERAL FUND			TOTA	L:			=========	



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET D-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOIC	CE F	PO YEAR/	PR TYP S	WARRANT	CHECK DESCRIPTION
825 0400-800-825-00-626000- 000966 ENTERGY 112498	UTILITY MA	AINTENANCE EXP UTILITIES 2015		16.11 D-11181	4 122767 1395 PLEASANT HILL
001105 NORTHCENTRAL ELECTRI 592470 001105 NORTHCENTRAL ELECTRI 592470 001105 NORTHCENTRAL ELECTRI 592470	0071114	2015 2015 2015	2 INV P 2 INV P 2 INV P	49.37 D-11181 87.46 D-11181 16.22 D-11181	4 122768 BELLE PTE. LIFT STA
				153.05	
		ACCOUNT	TOTAL	169.16	
		ORG 825	TOTAL	169.16	
FUND 0400 UTILITY FU	ND	TOTAL:	=======================================	169.16	

<sup>\*\*</sup> END OF REPORT - Generated by Pam Pyle \*\*



#### The City of Southaven Docket Recap November 18, 2014 Special Docket

**General Fund** 

Fire

3,024.52

SPECIAL DOCKET TOTAL

3,024.52



CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET S-111814

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YEAR/PERIOD: 2015/1 TO 2015/2 ACCOUNT/VENDOR INVOICE	PO YEAR/PR TYP S	WARRANT CHECK	DESCRIPTION
290 0010-200-290-00-611300- 000223 CROW'S TRUCK SERVICE S10015	FIRE DEPARTMENT MAINTENANCE VEHICLES 15000060 2015 2 INV A	3,024.52 S-111814	E-2 EXHAUST MAIFOLD
	ACCOUNT TOTAL	3,024.52	
	ORG 290 TOTAL	3,024.52	
FUND 0010 GENERAL FUNI		3,024.52	

<sup>\*\*</sup> END OF REPORT - Generated by Pam Pyle \*\*

# 16. Executive Session